

Met-Ed GPU

APR 29 1980 1 45 PM
INTERSTATE COMMERCE COMMISSION

Metropolitan Edison Company
Post Office Box 542
Reading, Pennsylvania 19640
215-921-3601

APR 29 1 40 PM '80

Writer's Direct Dial Number
215-921-6175

I. C. C.
FEE OPERATION BR April 28, 1980

Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Secretary

Dear Sir:

No. 0-120A124

Date APR 29 1980

Fee \$ 300.00

ICC Washington, D. C.

Enclosed for filing with the Commission pursuant to 49 C.F.R. Part 1116 are an original executed counterpart and two certified copies of a Mortgage Document as follows:

Mortgage Document: Indenture of Mortgage dated November 1, 1944 and the 26 Supplemental Indentures thereto listed on Schedule A attached hereto

Mortgagor: Metropolitan Edison Company

Mortgagee: Guaranty Trust Company of New York (now Morgan Guaranty Trust Company of New York)

Included in the property covered by the Mortgage Document is a Schnabel type railroad car with an attached mobile transformer. The AAR number for the railroad car is GPUX100. This car is used or intended for use in connection with interstate commerce. Mortgagor owns a 20% undivided interest in such railroad car and transformer as a tenant in common with its affiliates, Jersey Central Power & Light Company (which owns a 37% interest) and Pennsylvania Electric Company (which owns a 43% interest).

The railroad car is not specifically described in the Mortgage Document. However, included in the property covered by the Mortgage Document is all property or interests therein owned by Metropolitan Edison Company at the date of said Indenture of Mortgage or thereafter acquired by it.

Also enclosed is a check in the amount of \$300.00 to cover the recording fee. Please acknowledge this filing by stamping the recordation information on each of the instruments comprising the original executed counterpart of the Mortgage Document, for return to the undersigned.

Very truly yours,

J. S. Bartman
Vice President

kz

Enclosures

Metropolitan Edison Company is a Member of the General Public Utilities System

11737 *H*

REGISTRATION NO. Filed 1425

APR 29 1980 .1 45 PM

INTERSTATE COMMERCE COMMISSION

I, the undersigned Notary Public in and for the Commonwealth of Pennsylvania, County of Berks, do certify as follows: (1) I have examined the attached conformed copy of Supplemental Indenture dated (or dated as of) June 1, 1957 to Indenture of Mortgage dated November 1, 1944 between Metropolitan Edison Company and Guaranty Trust Company of New York (now Morgan Guaranty Trust Company of New York), Trustee, and have compared it with the original document; and (2) the attached conformed copy is a true and correct copy of the original document in all respects.

Witness my hand and seal this 28th day of April, 1980.

Rita M. Powers

Notary Public

RITA M. POWERS, Notary Public
Muhlenberg Twp., Berks County, Pa.
My Commission Expires Sept. 30, 1982



11737 *D*

REGISTRATION NO. Filed 1425

[Conformed Copy] APR 29 1980 - 1 45 PM

INTERSTATE COMMERCE COMMISSION

METROPOLITAN EDISON COMPANY

TO

GUARANTY TRUST COMPANY OF NEW YORK,
as Trustee.

Supplemental Indenture

Dated June 1, 1957

GUARANTY TRUST COMPANY OF NEW YORK
hereby certifies that its Residence and Post Office
Address is 140 Broadway, Borough of Man-
hattan, City of New York 15, New York.

GUARANTY TRUST COMPANY OF NEW YORK,

By W. L. BAKER
Trust Officer.

THIS SUPPLEMENTAL INDENTURE, made the first day of June, 1957, between METROPOLITAN EDISON COMPANY, a corporation of the Commonwealth of Pennsylvania, hereinafter sometimes referred to as the "Company", party of the first part, and GUARANTY TRUST COMPANY OF NEW YORK, a corporation of the State of New York, as Trustee under the Mortgage hereinafter referred to, hereinafter sometimes referred to as the "Trustee", party of the second part;

WHEREAS, the Company has heretofore executed and delivered to the Trustee its Indenture dated November 1, 1944 (hereinafter sometimes referred to as the "Original Indenture"), which was duly supplemented by supplemental indentures dated February 1, 1947, May 20, 1947, September 1, 1947, September 1, 1948, October 4, 1949, February 1, 1950, July 19, 1950, December 1, 1950, March 1, 1952, May 1, 1953, July 1, 1954 and October 1, 1954, respectively, and which is hereby supplemented by this Supplemental Indenture, all of which are herein collectively referred to as the "Mortgage"; and

WHEREAS, the Company desires by this Supplemental Indenture to create, and to define, in so far as the same is permitted by the Original Indenture, the form of and certain other matters with respect to the ninth series of bonds to be issued under the Mortgage, to be designated "First Mortgage Bonds, 4 $\frac{7}{8}$ % Series due 1987" (hereinafter sometimes referred to as the "1987 Series bonds" or the "bonds of the 1987 Series"), and to provide for the issue thereof as coupon bonds and as fully registered bonds without coupons; and

WHEREAS, the Company also desires to subject specifically to the lien of the Mortgage certain property acquired by it since the execution and delivery of the Original Indenture and not specifically subjected to the lien thereof; and

WHEREAS, all conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument, in accordance with its terms, and for the purposes herein expressed, have been done, performed and fulfilled, and the execution and delivery hereof, in the form and terms hereof, have been in all respects duly authorized:

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH: That in consideration of the premises, and of the sum of One dollar (\$1.00) to the Company duly paid by the Trustee at or before the ensealing and delivery of these presents, and for other valuable considerations, the receipt whereof is hereby acknowledged, the Company hereby covenants and agrees to and with the Trustee and its successors in the trusts under the Mortgage, as follows:

ARTICLE I.

CREATION OF FIRST MORTGAGE BONDS, 4 $\frac{7}{8}$ % SERIES DUE 1987, AND SPECIFICATION OF CERTAIN MATTERS WITH RESPECT THERETO.

SECTION 1. The Company hereby creates the ninth series of bonds, not limited in principal amount, to be issued under and secured by the Mortgage, to be designated, and to be distinguished from bonds of all other series by the title, "First Mortgage Bonds, 4 $\frac{7}{8}$ % Series due 1987". All coupon bonds of the 1987 Series shall be dated June 1, 1957. All fully registered bonds of the 1987 Series shall be dated as provided in Section 2.01 of the Original Indenture. All bonds of the 1987 Series shall be payable on June 1, 1987, in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and shall bear interest payable in like coin or currency, at the rate of four and seven-eighths per centum (4 $\frac{7}{8}$ %) per annum, payable semi-annually on June 1 and December 1 of each year, until maturity, according to the terms of the bonds or on prior redemption or by declaration or otherwise, and at the highest rate of interest borne by any of the bonds outstanding under the Mortgage from such date of maturity until they shall be paid or payment thereof shall have been duly provided for, and (to the extent that payment of such interest is enforceable under applicable law) interest on any overdue installment of interest shall be payable at the highest rate of interest borne by any of the bonds outstanding under the Mortgage. Principal of and interest on the bonds of the 1987 Series shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of

New York. The bonds of the 1987 Series shall be issuable in the form of coupon bonds registerable as to principal and in the form of fully registered bonds. Coupon bonds of the 1987 Series shall be issuable in the denomination of \$1,000. Fully registered bonds of the 1987 Series shall be issuable in the denominations of \$1,000 and any multiple of \$1,000 authorized by the Board of Directors of the Company. At the office or agency to be maintained by the Company in the said Borough of Manhattan and in the manner, subject to the limitations, and upon payment of the charges provided in the Mortgage, coupon bonds of the 1987 Series, with all unmatured coupons and any matured coupons in default thereto appertaining, may be exchanged for a like aggregate principal amount of fully registered bonds of such series, and fully registered bonds of such series may be exchanged for a like aggregate principal amount of coupon bonds of such series bearing all unmatured coupons and any matured coupons in default or for a like aggregate principal amount of fully registered bonds of such series of other authorized denominations. All bonds of the 1987 Series shall be redeemable at the option of the Company, on any date prior to maturity, as a whole, or from time to time in part, upon notice published as provided in Section 8.02 of the Original Indenture, at least once in each of four successive calendar weeks upon any business day of each such calendar week, the first publication to be not less than thirty days and not more than ninety days before such redemption date (provided, however, that if all the bonds of the 1987 Series at the time outstanding shall be fully registered bonds or coupon bonds registered as to principal, such publication need not be made, but, in lieu thereof, such notice may be given by mailing the same to each such registered holder directed to his registered address not less than thirty days and not more than ninety days before the redemption date), at the redemption prices (expressed in percentages of the principal amount) set forth in the following table under "Regular Redemption Prices"; and the bonds of the 1987 Series shall also be redeemable on any date prior to maturity, in the cases hereinafter specified, on like publication (or mailing) of notice of such redemption, at the lower scale of redemption prices (expressed in percentages of the principal amount) set

forth in the following table under "Lower Scale Redemption Prices"; together, in each case, with accrued interest to the date of redemption:

If redeemed during 12 months' period beginning June 1	Regular Redemption Prices	Lower Scale Redemption Prices	If redeemed during 12 months' period beginning June 1	Regular Redemption Prices	Lower Scale Redemption Prices
1957	106.00	101.50	1972	102.90	101.01
1958	105.80	101.49	1973	102.69	100.97
1959	105.59	101.46	1974	102.49	100.92
1960	105.38	101.44	1975	102.28	100.86
1961	105.18	101.41	1976	102.07	100.81
1962	104.97	101.38	1977	101.87	100.75
1963	104.76	101.35	1978	101.66	100.69
1964	104.56	101.32	1979	101.45	100.63
1965	104.35	101.29	1980	101.25	100.56
1966	104.14	101.26	1981	101.04	100.50
1967	103.94	101.22	1982	100.83	100.42
1968	103.73	101.18	1983	100.63	100.35
1969	103.52	101.14	1984	100.42	100.27
1970	103.32	101.10	1985	100.21	100.18
1971	103.11	101.06	1986	100.00	100.00

Redemption as a whole at said lower scale of redemption prices may be effected, as more fully provided in Section 8.08 of the Original Indenture, in the event (a) that all the outstanding common stock of the Company shall be acquired by some governmental body or instrumentality and the Company elects to redeem all the bonds of all series, the redemption date in any such event to be not more than one hundred twenty (120) days after the date on which all said stock is so acquired, or (b) that all or substantially all of the mortgaged property constituting bondable property which at the time shall be subject to the lien of the Mortgage as a first lien shall be released from the lien of the Mortgage pursuant to the provisions thereof, and available moneys in the hands of the Trustee, including any moneys deposited by the Company for the purpose, are sufficient to redeem all the bonds of all series at the redemption prices (together with accrued interest to the date of redemption) specified therein applicable to the redemption thereof upon the happening of such event. Redemption as a whole, or from time to time in part, at said lower scale of redemption prices

may also be effected out of cash deposited pursuant to Sections 5.07 and 5.08 of the Original Indenture, the premium, if any, and accrued interest in case of any such redemption to be provided for by the Company pursuant to the provisions of Section 8.07 of the Original Indenture. Any notice of redemption of bonds of the 1987 Series out of cash deposited pursuant to Sections 5.07 and 5.08 of the Original Indenture shall state that the redemption is to be effected out of cash deposited pursuant to Section 5.07 or Section 5.08, as the case may be.

SECTION 2. Pending the preparation of definitive bonds of the 1987 Series, the Company may execute and the Trustee shall authenticate and deliver, in lieu thereof, bonds of the 1987 Series in temporary form as provided in Section 2.04 of the Original Indenture. Such bonds of the 1987 Series in temporary form may, in lieu of the statement of the specific redemption prices required to be set forth in such bonds in definitive form, include a reference to this Supplemental Indenture for a statement of such redemption prices.

SECTION 3. Bonds of the 1987 Series for the aggregate principal amount of Nineteen million dollars (\$19,000,000), being the initial issue of bonds of the 1987 Series, may forthwith be executed by the Company and delivered to the Trustee and shall be authenticated by the Trustee and delivered (either before or after the filing or recording hereof) to or upon the order of the designated officer or officers of the Company, upon compliance by the Company with the appropriate provisions and requirements of Article IV of the Original Indenture.

SECTION 4. So long as any of the bonds of the 1987 Series shall be secured by the lien of the Mortgage, the term "minimum provision for depreciation" when used for any purposes under the Mortgage and with reference to any period of time shall mean an amount computed pursuant to the provisions of Article I, Section 5 of the Supplemental Indenture dated March 1, 1952.

SECTION 5. So long as any of the bonds of the 1987 Series shall be secured by the lien of the Mortgage, the first sentence of Section

5.20 of the Original Indenture shall be deemed to be amended to read as follows:

“The Company covenants that it will, whenever requested by the Trustee, or whenever requested in writing by the holders of not less than 25% of the principal amount of bonds then outstanding hereunder, but not more often than once in every two years, and, whether or not so requested, at least once in every five years (the initial five year period to commence on January 1, 1951), cause an examination of the mortgaged property (other than non-bondable property) to be made by an independent engineer.”

SECTION 6. The Company covenants and agrees that so long as any of the bonds of the 1987 Series are outstanding, it will keep and perform each and all the covenants and agreements set forth in Article I, Section 4 of the Supplemental Indenture dated March 1, 1952.

SECTION 7. So long as any of the bonds of the 1987 Series or any of the First Mortgage Bonds, 3 $\frac{1}{8}$ % Series due 1984 shall be secured by the lien of the Mortgage, the Company covenants and agrees that if and when it shall (1) cause the Trustee to authenticate and deliver additional bonds pursuant to the provisions of Section 4.03 of the Original Indenture against property additions which are subject to a prior lien, or (2) make application to the Trustee for the withdrawal, on the basis of such property additions, of cash which was the basis for the authentication and delivery of bonds under Section 4.06 of the Original Indenture, it will, to the extent permitted by the terms of the instrument creating such prior lien, the terms of the Mortgage and applicable law and regulations, cause (a) to be issued against such property additions, in accordance with the terms of the instrument creating such prior lien, a principal amount of prior lien bonds not theretofore issued at least equal to the principal amount of additional bonds so to be issued under the Mortgage, or the amount of cash so to be withdrawn, against such property additions and (b) such prior lien bonds to be deposited, pursuant to the provisions of the second paragraph of Section 5.16

of the Original Indenture, with the Trustee, unless required to be deposited with the trustee or other holder of a prior lien upon such property additions.

ARTICLE II.

FORM OF THE BONDS OF THE 1987 SERIES.

The form of the bonds of the 1987 Series, the coupons to be attached to the coupon bonds of such series, and the Trustee's authentication certificate to be endorsed upon all the bonds of such series shall be substantially as follows, the denominations and numbers thereof to be appropriately inserted:

[FORM OF COUPON BOND OF THE 1987 SERIES]

METROPOLITAN EDISON COMPANY

(Incorporated under the laws of the Commonwealth of Pennsylvania)

FIRST MORTGAGE BOND

\$1000

4 $\frac{7}{8}$ % Series due 1987

No.

METROPOLITAN EDISON COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter called the "Company"), for value received, hereby promises to pay to the bearer, or, if this bond be registered, to the registered holder, on June 1, 1987, at the office or agency of the Company in the Borough of Manhattan, The City of New York, One Thousand Dollars (\$1,000) in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and to pay interest thereon, at said office or agency in like coin or currency from June 1, 1957, until this bond shall mature, according to its terms or on prior redemption or by declaration or otherwise, at the rate of four and seven-eighths per centum (4 $\frac{7}{8}$ %) per annum, payable semi-annually on June 1 and December 1 of each year, beginning December 1, 1957, but only upon presentation and surrender of the coupons for such interest installments as are evidenced thereby, hereto appertaining, as they shall severally mature, and at the highest rate of interest borne by any

of the bonds outstanding under the Mortgage hereinafter mentioned from such date of maturity of this bond until this bond shall be paid or the payment hereof shall have been duly provided for, and (to the extent that payment of such interest is enforceable under applicable law) to pay interest on any overdue installment of interest at the highest rate of interest borne by any of the bonds outstanding under said Mortgage.

This bond is one of an issue of bonds of the Company (herein referred to as the "bonds"), not limited in principal amount except as in the Mortgage hereinafter mentioned provided, issuable in series, which different series may mature at different times, may bear interest at different rates, and may otherwise vary as in the Mortgage hereinafter mentioned provided, and is one of a series known as its First Mortgage Bonds, 4 $\frac{7}{8}$ % Series due 1987 (hereinafter referred to as "bonds of the 1987 Series"), all bonds of all series issued and to be issued under and equally and ratably secured (except in so far as any sinking or analogous fund, established in accordance with the provisions of the Mortgage hereinafter mentioned, may afford additional security for the bonds of any particular series) by a Mortgage and Deed of Trust, dated November 1, 1944 (herein, together with any indentures supplemental thereto, including, but not by way of limitation, the indentures supplemental thereto dated February 1, 1947, May 20, 1947, September 1, 1947, September 1, 1948, October 4, 1949, February 1, 1950, July 19, 1950, December 1, 1950, March 1, 1952, May 1, 1953, July 1, 1954, October 1, 1954 and June 1, 1957, called the "Mortgage"), executed by the Company to Guaranty Trust Company of New York, as Trustee, to which reference is made for a description of the property mortgaged, the nature and extent of the security, the rights of the holders of the bonds and of the Company in respect thereof, the rights, duties and immunities of the Trustee, and the terms and conditions upon which the bonds are, and are to be, issued and secured. The Mortgage contains provisions permitting the holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding, determined and evidenced as provided in the Mortgage, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of bonds outstanding shall be affected, the holders of not less than seventy-five per centum (75%) in principal amount of the outstanding bonds of such one or more series affected, except that if any such action would affect the bonds of two or more series, the holders of not less than seventy-five per centum (75%) in principal amount of outstanding bonds of such two or more series, which need not include seventy-five per centum (75%) in prin-

principal amount of outstanding bonds of each of such series, determined and evidenced as provided in the Mortgage, on behalf of the holders of all the bonds to waive any past default under the Mortgage and its consequences except a completed default, as defined in the Mortgage, in respect of the payment of the principal of or interest on any bond or default arising from the creation of any lien ranking prior to or equal with the lien of the Mortgage on any of the mortgaged property, subject to the condition that, in case the rights of the holders of less than all of the series of bonds outstanding shall be affected, no waiver of any past default or its consequences shall be effective unless approved by the holders of not less than a majority of all the bonds at the time outstanding. The Mortgage also contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding, determined and evidenced as provided in the Mortgage, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of bonds outstanding shall be affected, then with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of the outstanding bonds of such one or more series affected, except that if any such action would affect the bonds of two or more series, the holders of not less than seventy-five per centum (75%) in principal amount of outstanding bonds of such two or more series, which need not include seventy-five per centum (75%) in principal amount of outstanding bonds of each of such series, determined and evidenced as provided in the Mortgage, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Mortgage or modifying in any manner the rights of the holders of the bonds and coupons; provided, however, that no such supplemental indenture shall (i) extend the fixed maturity of any bonds, or reduce the rate or extend the time of payment of interest thereon, or reduce the principal amount thereof, without the consent of the holder of each bond so affected, or (ii) reduce the aforesaid percentage of bonds, the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all bonds then outstanding, or (iii) permit the creation of any lien ranking prior to or equal with the lien of the Mortgage on any of the mortgaged property, or (iv) deprive the holder of any outstanding bond of the lien of the Mortgage on any of the mortgaged property. Any such waiver or consent by the holder of this bond (unless effectively revoked as provided in the Mortgage) shall be conclusive and binding upon such holder and upon all future holders of

this bond, irrespective of whether or not any notation of such waiver or consent is made upon this bond. No reference herein to the Mortgage and no provision of this bond or of the Mortgage shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this bond at the time and place and at the rate and in the coin or currency herein prescribed.

The coupon bonds of the 1987 Series are issuable in the denomination of \$1,000. The fully registered bonds of the 1987 Series are issuable in denominations of \$1,000 and any multiple of \$1,000 authorized by the Board of Directors of the Company. At the office or agency to be maintained by the Company in said Borough of Manhattan and in the manner, subject to the limitations, and upon payment of the charges provided in the Mortgage, coupon bonds of such series, with all unmatured coupons and any matured coupons in default thereunto appertaining, may be exchanged for a like aggregate principal amount of fully registered bonds of such series, and fully registered bonds of such series may be exchanged for a like aggregate principal amount of coupon bonds of such series bearing all unmatured coupons and any matured coupons in default or for a like aggregate principal amount of fully registered bonds of such series of other authorized denominations.

The bonds of the 1987 Series may be redeemed, at the option of the Company, on any date prior to maturity, as a whole, or from time to time in part, upon publication at least once in each of four successive calendar weeks upon any business day of each such calendar week, of notice of such redemption in a newspaper printed in the English language and customarily published on each business day and of general circulation in said Borough of Manhattan, and in certain cases by the mailing of such notice, the first publication or mailing, as the case may be, to be not less than thirty days and not more than ninety days before such redemption date, all as provided in the Mortgage (provided, however, that if all the bonds of the 1987 Series at the time outstanding shall be fully registered bonds or coupon bonds registered as to principal, such publication need not be made, but, in lieu thereof, such notice may be given by mailing the same to each such registered holder directed to his registered address not less than thirty days and not more than ninety days before the redemption date), at the redemption prices (expressed in percentages of the principal amount) set forth in the following table under "Regular Redemption Prices"; and the bonds of the 1987 Series are also subject to redemption on any date prior to maturity, in the cases hereinafter specified, on like publication (or mailing) of notice of such redemption, all as provided in the

Mortgage, at the lower scale of redemption prices (expressed in percentages of the principal amount) set forth in the following table under "Lower Scale Redemption Prices"; together, in each case, with accrued interest to the date of redemption:

[There will be inserted here, in all coupon bonds of the 1987 Series, the same table of redemption prices and corresponding dates as is set forth in this Supplemental Indenture under Article I, Section 1.]

Redemption as a whole at said lower scale of redemption prices may be effected, as more fully provided in Section 8.08 of the Mortgage, in the event (a) that all the outstanding common stock of the Company shall be acquired by some governmental body or instrumentality and the Company elects to redeem all the bonds of all series, the redemption date in any such event to be not more than one hundred twenty days after the date on which all said stock is so acquired, or (b) that all or substantially all of the mortgaged property (constituting bondable property as defined in the Mortgage) which at the time shall be subject to the lien of the Mortgage as a first lien shall be released from the lien of the Mortgage pursuant to the provisions thereof, and available moneys in the hands of Guaranty Trust Company of New York, or its successor, as Trustee, including any moneys deposited by the Company for the purpose, are sufficient to redeem all the bonds of all series at the redemption prices (together with accrued interest to the date of redemption) specified therein applicable to the redemption thereof upon the happening of such event. Redemption as a whole, or from time to time in part, at said lower scale of redemption prices may also be effected out of cash deposited pursuant to Sections 5.07 and 5.08 of the Mortgage, the premium, if any, and accrued interest in case of any such redemption to be paid out of cash deposited by the Company for the purpose.

The Mortgage provides that any notice of redemption of bonds may state that it is subject to the receipt of the redemption moneys by the Trustee before the date fixed for redemption and such notice shall be of no effect unless such moneys are received before such date.

The Mortgage provides that if the Company shall deposit with Guaranty Trust Company of New York, or its successor, as Trustee in trust for the purpose, funds sufficient to pay the principal of all of the bonds of any series, or such of the bonds of any series as have been or are to be called for redemption (including any portions, constituting \$1,000 or a multiple thereof, of fully registered bonds) and premium, if any, thereon, and all interest payable on such bonds (or

portions) to the date on which they become due and payable at maturity or upon redemption or otherwise, and complies with the other provisions of the Mortgage in respect thereof, then from the date of such deposit such bonds (or portions) shall no longer be secured by the lien of the Mortgage.

The principal hereof may be declared or may become due prior to the express date of the maturity hereof on the conditions, in the manner and at the time set forth in the Mortgage, upon the occurrence of a completed default as in the Mortgage provided.

This bond is negotiable and shall pass by delivery unless registered as to principal at the principal office of the Trustee in said Borough of Manhattan, and such registration noted hereon, after which no valid transfer hereof can be made, except at such office or agency, by the registered holder in person or by his duly authorized attorney, and similarly noted hereon, until after registered transfer to bearer, but after such registered transfer to bearer this bond shall be again transferable by delivery. Such registration, however, shall not affect the negotiability of the coupons, which shall always remain payable to bearer, be treated as negotiable and pass by delivery. The Company and the Trustee, any paying agent and any bond registrar may deem and treat the bearer of this bond, if it is not registered as to principal, or, if this bond is registered as herein authorized, the person in whose name the same is registered, as the absolute owner hereof, and the bearer of any coupon hereunto appertaining, as the absolute owner thereof, whether or not this bond or any such coupons shall be overdue, for the purpose of receiving payment and for all other purposes and neither the Company nor the Trustee nor any paying agent nor any bond registrar shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Mortgage or under or upon any obligation, covenant or agreement contained in the Mortgage, against any incorporator, or any past, present or future subscriber to the capital stock, stockholder, officer or director, as such, of the Company or of any predecessor or successor corporation, either directly or through the Company or any predecessor or successor corporation, under any present or future rule of law, statute or constitution or by the enforcement of any assessment or otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage.

Neither this bond nor the coupons attached hereto shall become valid or obligatory for any purpose until Guaranty Trust Company of New York, or its successor, as Trustee under the Mortgage, shall have signed the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, METROPOLITAN EDISON COMPANY has caused this bond to be signed in its name by its President or one of its Vice Presidents and its corporate seal, or a facsimile thereof, to be affixed hereto and attested by its Secretary or one of its Assistant Secretaries, and interest coupons bearing the facsimile signature of its Treasurer or one of its Assistant Treasurers to be attached hereto.

Dated: June 1, 1957.

METROPOLITAN EDISON COMPANY,

By.....
President.

Attest:

.....
Secretary.

[FORM OF INTEREST COUPON FOR BONDS OF THE 1987 SERIES]

\$.....

No.....

On the first day of , , unless the bond hereinafter mentioned shall have been called for previous redemption and payment of the redemption price thereof shall have been duly provided for, METROPOLITAN EDISON COMPANY will pay to bearer, upon surrender of this coupon, at its office or agency in the Borough of Manhattan, The City of New York, Dollars (\$) in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, as specified in its First Mortgage Bond, 4 $\frac{7}{8}$ % Series due 1987, No. , being six months' interest then due on said bond. This coupon shall be treated as negotiable.

.....
Treasurer.

The amount to be inserted in odd numbered coupons shall be Twenty-four and 38/100 Dollars; the amount to be inserted in even numbered coupons shall be Twenty-four and 37/100 Dollars.

[FORM OF FULLY REGISTERED BOND OF THE 1987 SERIES]

METROPOLITAN EDISON COMPANY

(Incorporated under the laws of the Commonwealth of Pennsylvania)

FIRST MORTGAGE BOND

\$..... 4 $\frac{7}{8}$ % Series due 1987 No.....

METROPOLITAN EDISON COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter called the "Company"), for value received, hereby promises to pay to or registered assigns, on June 1, 1987, at the office or agency of the Company in the Borough of Manhattan, The City of New York,

Dollars in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and to pay interest thereon, semi-annually on June 1 and December 1 of each year, at the rate of four and seven-eighths per centum (4 $\frac{7}{8}$ %) per annum, at said office or agency in like coin or currency, from the date hereof until this bond shall mature, according to its terms or on prior redemption or by declaration or otherwise, and at the highest rate of interest borne by any of the bonds outstanding under the Mortgage hereinafter mentioned from such date of maturity until this bond shall be paid or the payment hereof shall have been duly provided for, and (to the extent that payment of such interest is enforceable under applicable law) to pay interest on any overdue installment of interest at the highest rate of interest borne by any of the bonds outstanding under said Mortgage.

This bond is one of an issue of bonds of the Company (herein referred to as the "bonds"), not limited in principal amount except as in the Mortgage hereinafter mentioned provided, issuable in series, which different series may mature at different times, may bear interest at different rates, and may otherwise vary as in the Mortgage hereinafter mentioned provided, and is one of a series known as its First Mortgage Bonds, 4 $\frac{7}{8}$ % Series due 1987 (hereinafter referred to as "bonds of the 1987 Series"), all bonds of all series issued and to be issued under and equally and ratably secured (except in so far as any sinking or analogous fund, established in accordance with the provisions of the Mortgage hereinafter mentioned, may afford additional security for the bonds of any particular series) by a Mortgage and Deed of Trust, dated November 1, 1944 (herein, together with any

indentures supplemental thereto, including, but not by way of limitation, the indentures supplemental thereto dated February 1, 1947, May 20, 1947, September 1, 1947, September 1, 1948, October 4, 1949, February 1, 1950, July 19, 1950, December 1, 1950, March 1, 1952, May 1, 1953, July 1, 1954, October 1, 1954 and June 1, 1957, called the "Mortgage"), executed by the Company to Guaranty Trust Company of New York as Trustee, to which reference is made for a description of the property mortgaged, the nature and extent of the security, the rights of the holders of the bonds and of the Company in respect thereof, the rights, duties and immunities of the Trustee, and the terms and conditions upon which the bonds are, and are to be, issued and secured. The Mortgage contains provisions permitting the holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding, determined and evidenced as provided in the Mortgage, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of bonds outstanding shall be affected, the holders of not less than seventy-five per centum (75%) in principal amount of the outstanding bonds of such one or more series affected, except that if any such action would affect the bonds of two or more series, the holders of not less than seventy-five per centum (75%) in principal amount of outstanding bonds of such two or more series, which need not include seventy-five per centum (75%) in principal amount of outstanding bonds of each of such series, determined and evidenced as provided in the Mortgage, on behalf of the holders of all the bonds to waive any past default under the Mortgage and its consequences except a completed default, as defined in the Mortgage, in respect of the payment of the principal of or interest on any bond or default arising from the creation of any lien ranking prior to or equal with the lien of the Mortgage on any of the mortgaged property, subject to the condition that, in case the rights of the holders of less than all of the series of bonds outstanding shall be affected, no waiver of any past default or its consequences shall be effective unless approved by the holders of not less than a majority of all the bonds at the time outstanding. The Mortgage also contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding, determined and evidenced as provided in the Mortgage, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of bonds outstanding shall be affected, then with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of the outstanding

bonds of such one or more series affected, except that if any such action would affect the bonds of two or more series, the holders of not less than seventy-five per centum (75%) in principal amount of outstanding bonds of such two or more series, which need not include seventy-five per centum (75%) in principal amount of outstanding bonds of each of such series, determined and evidenced as provided in the Mortgage, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Mortgage or modifying in any manner the rights of the holders of the bonds and coupons; provided, however, that no such supplemental indenture shall (i) extend the fixed maturity of any bonds, or reduce the rate or extend the time of payment of interest thereon, or reduce the principal amount thereof, without the consent of the holder of each bond so affected, or (ii) reduce the aforesaid percentage of bonds, the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all bonds then outstanding, or (iii) permit the creation of any lien ranking prior to or equal with the lien of the Mortgage on any of the mortgaged property, or (iv) deprive the holder of any outstanding bond of the lien of the Mortgage on any of the mortgaged property. Any such waiver or consent by the registered holder of this bond (unless effectively revoked as provided in the Mortgage) shall be conclusive and binding upon such holder and upon all future holders of this bond, irrespective of whether or not any notation of such waiver or consent is made upon this bond. No reference herein to the Mortgage and no provision of this bond or of the Mortgage shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this bond at the time and place and at the rate and in the coin or currency herein prescribed.

The coupon bonds of the 1987 Series are issuable in the denomination of \$1,000. The fully registered bonds of the 1987 Series are issuable in denominations of \$1,000 and any multiple of \$1,000 authorized by the Board of Directors of the Company. At the office or agency to be maintained by the Company in said Borough of Manhattan and in the manner, subject to the limitations, and upon payment of the charges provided in the Mortgage, coupon bonds of such series, with all unmatured coupons and any matured coupons in default thereunto appertaining, may be exchanged for a like aggregate principal amount of fully registered bonds of such series, and fully registered bonds of such series may be exchanged for a like aggregate principal amount of coupon bonds of such series bearing all unmatured coupons and any matured coupons in default or for a like aggregate principal

amount of fully registered bonds of such series of other authorized denominations.

The bonds of the 1987 Series may be redeemed, at the option of the Company, on any date prior to maturity, as a whole, or from time to time in part, upon publication at least once in each of four successive calendar weeks upon any business day of each such calendar week, of notice of such redemption in a newspaper printed in the English language and customarily published on each business day and of general circulation in said Borough of Manhattan, and in certain cases by the mailing of such notice, the first publication or mailing, as the case may be, to be not less than thirty days and not more than ninety days before such redemption date, all as provided in the Mortgage (provided, however, that if all the bonds of the 1987 Series at the time outstanding shall be fully registered bonds or coupon bonds registered as to principal, such publication need not be made, but, in lieu thereof, such notice may be given by mailing the same to each such registered holder directed to his registered address not less than thirty days and not more than ninety days before the redemption date), at the redemption prices (expressed in percentages of the principal amount) set forth in the following table under "Regular Redemption Prices"; and the bonds of the 1987 Series are also subject to redemption on any date prior to maturity, in the cases hereinafter specified, on like publication (or mailing) of notice of such redemption, all as provided in the Mortgage, at the lower scale of redemption prices (expressed in percentages of the principal amount) set forth in the following table under "Lower Scale Redemption Prices"; together, in each case, with accrued interest to the date of redemption:

[There will be inserted here, in all fully registered bonds of the 1987 Series, the same table of redemption prices and corresponding dates as is set forth in this Supplemental Indenture under Article I, Section 1.]

Redemption as a whole at said lower scale of redemption prices may be effected, as more fully provided in Section 8.08 of the Mortgage, in the event (a) that all the outstanding common stock of the Company shall be acquired by some governmental body or instrumentality and the Company elects to redeem all the bonds of all series, the redemption date in any such event to be not more than one hundred twenty days after the date on which all said stock is so acquired, or (b) that all or substantially all of the mortgaged property (constituting bondable property as defined in the Mortgage) which at the time shall be subject to the lien of the Mortgage as a first lien

shall be released from the lien of the Mortgage pursuant to the provisions thereof, and available moneys in the hands of Guaranty Trust Company of New York, or its successor, as Trustee, including any moneys deposited by the Company for the purpose, are sufficient to redeem all the bonds of all series at the redemption prices (together with accrued interest to the date of redemption) specified therein applicable to the redemption thereof upon the happening of such event. Redemption as a whole, or from time to time in part, at said lower scale of redemption prices may also be effected out of cash deposited pursuant to Sections 5.07 and 5.08 of the Mortgage, the premium, if any, and accrued interest in case of any such redemption to be paid out of cash deposited by the Company for the purpose.

The Mortgage provides that any notice of redemption of bonds may state that it is subject to the receipt of the redemption moneys by the Trustee before the date fixed for redemption and such notice shall be of no effect unless such moneys are received before such date.

The Mortgage provides that if the Company shall deposit with Guaranty Trust Company of New York, or its successor, as Trustee in trust for the purpose, funds sufficient to pay the principal of all of the bonds of any series, or such of the bonds of any series as have been or are to be called for redemption (including any portions, constituting \$1,000 or a multiple thereof, of fully registered bonds), and premium, if any, thereon, and all interest payable on such bonds (or portions) to the date on which they become due and payable at maturity or upon redemption or otherwise, and complies with the other provisions of the Mortgage in respect thereof, then from the date of such deposit such bonds (or portions) shall no longer be secured by the lien of the Mortgage.

The Mortgage provides that, upon any partial redemption of a fully registered bond, upon surrender thereof endorsed for transfer, new bonds of the same series and of authorized denominations in principal amount equal to the unredeemed portion of such fully registered bond will be delivered in exchange therefor.

The principal hereof may be declared or may become due prior to the express date of the maturity hereof on the conditions, in the manner and at the time set forth in the Mortgage, upon the occurrence of a completed default as in the Mortgage provided.

This bond is transferable as prescribed in the Mortgage by the registered holder hereof in person, or by his duly authorized attorney, at the principal office of the Trustee in said Borough of Manhattan, upon surrender and cancellation of this bond, and upon payment, if the Company shall require it, of the transfer charges prescribed

in the Mortgage, and thereupon, a new fully registered bond or bonds of authorized denominations of the same series and for the same aggregate principal amount will be issued to the transferee in exchange herefor as provided in the Mortgage. The Company and the Trustee, any paying agent and any bond registrar may deem and treat the person in whose name this bond is registered as the absolute owner hereof, whether or not this bond shall be overdue, for the purpose of receiving payment and for all other purposes and neither the Company nor the Trustee nor any paying agent nor any bond registrar shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Mortgage or under or upon any obligation, covenant or agreement contained in the Mortgage, against any incorporator, or any past, present or future subscriber to the capital stock, stockholder, officer or director, as such, of the Company or of any predecessor or successor corporation, either directly or through the Company or any predecessor or successor corporation, under any present or future rule of law, statute or constitution or by the enforcement of any assessment or otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage.

This bond shall not become valid or obligatory for any purpose until Guaranty Trust Company of New York, or its successor, as Trustee under the Mortgage, shall have signed the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, METROPOLITAN EDISON COMPANY has caused this bond to be signed in its name by its President or one of its Vice Presidents and its corporate seal, or a facsimile thereof, to be affixed hereto and attested by its Secretary or one of its Assistant Secretaries.

Dated:

METROPOLITAN EDISON COMPANY,

By _____

Attest:

President.

Secretary.

[FORM OF TRUSTEE'S AUTHENTICATION CERTIFICATE
ON BONDS OF THE 1987 SERIES]

TRUSTEE'S AUTHENTICATION CERTIFICATE

This bond is one of the bonds, of the series herein designated,
provided for in the within-mentioned Mortgage.

GUARANTY TRUST COMPANY OF NEW YORK,
TRUSTEE

By
Authorized Officer.

ARTICLE III.

SUBJECTING CERTAIN PROPERTY SPECIFICALLY
TO THE LIEN OF THE MORTGAGE.

AND THIS SUPPLEMENTAL INDENTURE FURTHER WITNESSETH: That
in consideration of the premises, and of the sum of One dollar (\$1.00)
to the Company duly paid by the Trustee at or before the ensealing
and delivery of these presents, Metropolitan Edison Company has
granted, bargained, sold, aliened, enfeoffed, released, conveyed,
assigned, transferred, pledged, set over and confirmed, and by these
presents does grant, bargain, sell, alien, enfeoff, release, convey, as-
sign, transfer, pledge, set over and confirm, unto Guaranty Trust Com-
pany of New York, as Trustee, and to its successors and assigns
forever, all of the following described property, to wit:

FIRST.

PARCEL NUMBER ONE

GETTYSBURG SERVICE BUILDING SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Borough of Gettysburg, Adams County, Pennsylvania, bounded and described as follows, to wit:

Fronting on the westerly side of Franklin Street for a distance of 108 feet and extending westwardly at right angles to said Franklin Street, between two parallel lines 108 feet apart, for a distance of 362 feet, the southeasterly corner of the said premises being at an iron pin on the West property line of said Franklin Street, said iron pin being 120 feet North of an iron pin at the Northwest intersection of Franklin Street and Breckenridge Street.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Daniel J. Wolff and Frieda K. Wolff, his wife, by deed dated November 3, 1955, and recorded November 3, 1955, in the Office for the Recording of Deeds in and for Adams County, Pennsylvania, in Deed Book Vol. 212, page 121.

PARCEL NUMBER TWO

ADDITION TO LITTLESTOWN OUTDOOR SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Borough of Littlestown, Adams County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the westerly boundary line of Foundry Avenue, said monument being a corner of lands of Metropolitan Edison Company; thence in a southwesterly direction along said lands of Metropolitan Edison Company, forming an interior angle of 90 degrees with the said westerly boundary line of Foundry Avenue, a distance of 50 feet to a monument in line of lands now or formerly of Maurice Jones; thence in a northwesterly direction along said lands now or formerly of Maurice Jones, forming an interior angle of 90 degrees with the last described bearing, a distance of 35 feet to a monument; thence in a northeasterly direction along lands now or formerly of Albert J. Shrader, forming an interior angle of 90 degrees with the last described bearing, a distance of 50 feet to a monument in the said westerly boundary line of Foundry Avenue; thence in a

southeasterly direction along said westerly boundary line of Foundry Avenue, forming an interior angle of 90 degrees with the last described bearing, a distance of 35 feet to the monument, the place of beginning. Containing 1750 square feet.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Albert J. Shrader and Irene E. Shrader, his wife, by deed dated January 16, 1956, and recorded January 17, 1956, in the Office for the Recording of Deeds in and for Adams County, Pennsylvania, in Deed Book 212, page 462; the ground rent reserved with respect to the said premises, inter alia, having been released and conveyed unto Metropolitan Edison Company by Mabel M. Zeigler, widow, Glenn W. Zeigler and Edna M. Zeigler, his wife, James Kenneth Zeigler, single man, and Carl W. Zeigler and Mildred L. Zeigler, his wife, by deed dated January 16, 1956, and recorded as aforesaid on January 17, 1956, in Deed Book Vol. 212, page 463.

PARCEL NUMBER THREE

ADDITION TO BERNVILLE OUTDOOR SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Jefferson, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a concrete monument in the easterly boundary line of Legislative Route No. 310 linking Bernville and Rehrersburg, said monument being distant 30 feet measured perpendicular from the center line of said Legislative Route No. 310 at Pennsylvania Highway Station 854 + 83.19 and in line of lands of Metropolitan Edison Company; thence along the said easterly boundary line of Legislative Route No. 310 North 5 degrees 10 minutes West a distance of 100 feet to a monument; thence along lands now or formerly of Daniel M. Fox the following three (3) courses and distances, namely: (1) North 84 degrees 45 minutes East a distance of 211.97 feet to a monument, (2) South 8 degrees 03 minutes East a distance of 290.35 feet to a monument and (3) South 84 degrees 45 minutes West a distance of 214.72 feet to a monument in the said easterly boundary line of Legislative Route No. 310; thence along the said easterly boundary line of Legislative Route No. 310 by a line curving to the right having a radius of 925.37 feet and a chord length of 90.67 feet with a bearing of North 11 degrees 47 minutes 30 seconds West a distance along the curve of 90.68

feet to a monument; thence along lands of Metropolitan Edison Company the following three (3) courses and distances, namely: (1) North 84 degrees 45 minutes East a distance of 84.37 feet to a monument, (2) North 5 degrees 15 minutes West a distance of 100 feet to a monument and (3) South 84 degrees 45 minutes West a distance of 86.33 feet to the monument, the place of beginning. Containing 1.25 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Daniel M. Fox and Katie G. Fox, his wife, by deed dated April 3, 1956, and recorded April 10, 1956, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book Volume 1225, page 541.

PARCEL NUMBER FOUR

EARLVILLE SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Amity, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the easterly boundary line of a 33 foot wide public road, Legislative Route No. 60190 linking State Highway Route No. 562 and Amityville, said monument being distant 16.5 feet measured perpendicular from the center line of said Legislative Route No. 60190 and distant 212.385 feet measured along a line whose bearing is South 29 degrees 47 minutes West from the intersection of the said center line of Legislative Route No. 60190 and the center line of State Highway Route No. 562 linking Yellow House and Boyertown; thence along lands now or formerly of Walter M. Reigner and Kathryn N. Reigner, his wife, the following three (3) courses and distances, namely: (1) South 49 degrees 03 minutes 30 seconds East a distance of 160.10 feet to a monument; (2) South 40 degrees 56 minutes 30 seconds West a distance of 150 feet to a monument and (3) North 49 degrees 03 minutes 30 seconds West a distance of 130.51 feet to a monument in the said easterly boundary line of Legislative Route No. 60190; thence along the said easterly boundary line of Legislative Route No. 60190 North 29 degrees 47 minutes East a distance of 152.89 feet to the monument, the place of beginning. Containing 0.51 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Walter M. Reigner and Kathryn N. Reigner, his wife, by deed dated November 8, 1954, and recorded November 9, 1954, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book Vol. 1178, page 185.

PARCEL NUMBER FIVE

FLEETWOOD SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Richmond, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner marked by an iron pin in the western building line of a proposed 50 foot wide street to be known as Maple Street, at its intersection with the southern side of a 10 foot wide alley, the aforesaid point of beginning being the northeastern corner of the herein-described property and being at right angles to a point in the center line of the aforesaid proposed Maple Street, which aforesaid point is South 32 degrees 23 minutes East a distance of 145 feet 0- $\frac{1}{8}$ inch measured along the center line of the aforesaid proposed Maple Street, which is also the division line between the Borough of Fleetwood and the Township of Richmond, from a monument on a corner of the Borough of Fleetwood; thence along the western building line of the aforesaid proposed Maple Street, South 32 degrees 23 minutes East a distance of 125 feet to a corner marked by an iron pin; thence leaving the aforesaid proposed Maple Street and along property now or formerly of Herbert D. Adam and Elda M. Adam, his wife, the two (2) following courses and distances, namely: (1) South 57 degrees 37 minutes West a distance of 85 feet to a corner marked by an iron pin and (2) North 32 degrees 23 minutes West a distance of 127 feet 5 inches to a corner marked by an iron pin on the southern side of the aforesaid 10 foot wide alley; thence along same North 59 degrees 15 minutes East a distance of 85 feet 0- $\frac{3}{8}$ inch to the place of beginning. Containing 10,726.34 square feet.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Herbert D. Adam and Elda M. Adam, his wife, by deed dated December 6, 1956, and recorded December 6, 1956, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book No. 1250, page 377.

PARCEL NUMBER SIX

KIRBYVILLE SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Maidencreek, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the southerly boundary line of U. S. Route 222, an 80 foot wide public highway linking Reading and Kutztown, said monument being in the easterly line of lands now or formerly of Calvin Wagner; thence along the said southerly boundary line of U. S. Route 222 North 66 degrees 10 minutes East a distance of 70 feet to a monument in the westerly line of lands now or formerly of Lawrence S. Terry; thence along said lands now or formerly of Lawrence S. Terry South 23 degrees 50 minutes East a distance of 140 feet to a monument in the northerly boundary line of a 20 foot wide alley; thence along the said northerly boundary line of the said 20 foot wide alley South 66 degrees 10 minutes West a distance of 70 feet to a monument; thence along said lands now or formerly of Calvin Wagner North 23 degrees 50 minutes West a distance of 140 feet to the monument, the place of beginning. Containing 0.225 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Robert W. Haag and Mary C. Haag, his wife, by deed dated March 14, 1956, and recorded March 16, 1956, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book Vol. 1223, page 494.

PARCEL NUMBER SEVEN

LENHARTSVILLE SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Greenwich, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the northerly boundary line of a 33 foot wide public township road leading from U. S. Route 22 to Legislative Route No. 06127, said monument being 16.50 feet measured perpendicular to the center line of the said public township

road and being also 285 feet, more or less, measured in a southeasterly direction along the northerly boundary line of the said public township road from a corner of lands now or formerly of George Zettlemoyer and lands now or formerly of John Seip, located on the northerly side of said public township road; thence along lands now or formerly of George Zettlemoyer North 19 degrees 20 minutes East a distance of 36.47 feet to a point in the center of Furnace Creek, the last described line passing through a monument distant 26.47 feet from the point of beginning; thence along the center of said Furnace Creek by a meandering line in a northeasterly and easterly direction a distance of 120 feet, more or less, to a point in the center of said Furnace Creek; thence along lands now or formerly of George Zettlemoyer and passing through a monument distant 7 feet from the last described point South 14 degrees West a distance of 99.50 feet to a monument in the northerly boundary line of the said public township road; thence along the said northerly boundary line by a line curving to the left having a radius of 351.129 feet, a chord bearing of North 64 degrees 12 minutes West and distance of 112.80 feet, a distance along the arc of 113.25 feet to the monument, the place of beginning. Containing 0.20 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by George A. Zettlemoyer and Annie C. Zettlemoyer, his wife, by deed dated August 30, 1956, and recorded September 1, 1956, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book Vol. 1241, page 467.

PARCEL NUMBER EIGHT

MIFFLIN PARK SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Borough of Kenhorst, Berks County, Pennsylvania, being the southerly 60 feet of Lots numbered 672, 673, 674, 675 and 676 as shown on map or plan of "South Farview" and recorded in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Plan Book No. 7, page 9, bounded and described as follows, to wit:

BEGINNING at a monument in the westerly boundary line of Funston Avenue, a 60 foot wide street as laid out on the topo-

graphical survey of the Borough of Kenhorst, said monument being distant 90 feet measured in a southerly direction from the intersection of the said westerly boundary line of Funston Avenue and the southerly boundary line of Lancaster Avenue, an 80 foot wide street as laid out on the topographical survey of the City of Reading; thence along the westerly boundary line of Funston Avenue in a southerly direction a distance of 60 feet to a monument at the intersection of the said westerly boundary line of Funston Avenue and the northerly boundary line of a 20 foot wide alley; thence along the northerly boundary line of said 20 foot wide alley in a westerly direction, forming an interior angle of 90 degrees 0 minutes 30 seconds with the last described bearing, a distance of 99.98 feet to a monument; thence along the easterly line of Lot No. 677 in a northerly direction forming an interior angle of 90 degrees with the last described bearing, a distance of 60 feet to a monument; thence along lands now or formerly of Wal-Ten Properties, Inc. in an easterly direction, forming an interior angle of 90 degrees with the last described bearing, a distance of 99.988 feet to the monument, the place of beginning. Containing 6000 square feet.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Wal-Ten Properties, Inc. by deed dated December 20, 1954, and recorded December 21, 1954, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book Vol. 1180, page 575.

PARCEL NUMBER NINE
NORTH TEMPLE SUBSTATION SITE
AND
RIGHT OF WAY

ALL THOSE TWO CERTAIN tracts or parcels of land, with the improvements thereon erected, situate in the Township of Muhlenberg, Berks County, Pennsylvania, bounded and described as follows, to wit:

Tract No. 1

BEGINNING at an iron pin, a corner in the line dividing lands now or formerly of Eastern Real Estate Company from lands now or formerly of a land development known as Cherokee Ranch, said

point being 34.82 feet distant eastwardly at right angles from the proposed original center line of the Bandon Low Grade Branch of the railroad of Reading Company; thence North 4 degrees 26 minutes West through lands now or formerly of Eastern Real Estate Company 917.78 feet to a point 65 feet distant eastwardly at right angles from said proposed original center line; thence North 4 degrees 38 minutes West 334.09 feet to a point 65 feet distant radially in an easterly direction from said proposed original center line; thence by a curve to the right having a radius of 1845.08 feet, concentric with said proposed original center line, an arc distance of 81.83 feet to a point in line dividing lands now or formerly of Eastern Real Estate Company from lands now or formerly of Reading Company; thence North 54 degrees 30 minutes East along said dividing line 104.87 feet to a point in the westerly line of lands now or formerly of Cherokee Ranch; thence along line of lands now or formerly of Cherokee Ranch the two (2) following courses and distances, namely: (1) South 0 degrees 33 minutes West 455.56 feet to an iron pin and (2) South 1 degree 1 minute East 935.61 feet to the place of beginning. Containing 1.320 acres, more or less.

Tract No. 2

BEGINNING at a common corner in lands now or formerly of Reading Company and Eastern Real Estate Company and being also in the westerly line of the land development known as Cherokee Ranch; thence South 60 degrees 38 minutes West along line dividing lands now or formerly of Reading Company and Eastern Real Estate Company 86.58 feet to a point 65 feet distant radially in an easterly direction from the proposed original center line of Bandon Low Grade Branch of the railroad of Reading Company; thence through lands now or formerly of Eastern Real Estate Company in a north-easterly direction by a curve to the right having a radius of 1845.08 feet, concentric with and 65 feet distant eastwardly from the said proposed original center line, 628.28 feet to a point; thence North 63 degrees 46 minutes East through lands now or formerly of Eastern Real Estate Company 1297.01 feet to a spike in the public road leading from Berkley to U. S. Route 222; thence South 25 degrees 56 minutes East along said road 325.02 feet to a spike; thence South 63 degrees 23 minutes West along line dividing lands now or formerly of Eastern Real Estate Company from lands now or formerly of Emma M. Dry Hartman and Morris D. Hartman, her hus-

band, and Oscar H. Dietrich, 778.56 feet to an iron pin, a corner in said line; thence South 64 degrees 9 minutes West along line dividing lands now or formerly of Eastern Real Estate Company from lands now or formerly of Cherokee Ranch 786.34 feet to a point; thence South 0 degrees 33 minutes West along line dividing lands now or formerly of Eastern Real Estate Company from lands now or formerly of Cherokee Ranch 147.46 feet to the place of beginning. Containing 11.303 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Eastern Real Estate Company by deed dated February 14, 1955, and recorded March 16, 1955, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book No. 1186, page 414.

PARCEL NUMBER TEN

PINE FORGE SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Douglass, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the westerly boundary line of a 33 foot wide public road, Legislative Route No. 06101 linking Pottstown and Pine Forge, said monument being distant 473 feet, more or less, measured in a northwesterly direction along the center of Legislative Route No. 06101 from the intersection of the center line of said Legislative Route No. 06101 and the center line of Legislative Route No. 06154 and distant 16.5 feet measured perpendicular to the center line of said Legislative Route No. 06101; thence along lands now or formerly of Harry Focht the following three (3) courses and distances, namely: (1) South 67 degrees 20 minutes West a distance of 183 feet to a monument, (2) North 23 degrees 45 minutes West a distance of 150 feet to a monument and (3) North 67 degrees 20 minutes East a distance of 183 feet to a monument in the said westerly boundary line of Legislative Route No. 06101; thence along the said westerly boundary line of Legislative Route No. 06101 parallel and distant 16.5 feet from the center line of same South 23 degrees 45 minutes East a distance of 150 feet to the monument, the place of beginning. Containing 0.63 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Harry M. Focht and Emma D. Focht, his wife, by deed dated September 27, 1955, and recorded September 27, 1955, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book Vol. 1207, page 512.

PARCEL NUMBER ELEVEN

REHRERSBURG SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Tulpehocken, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument, said monument being the intersection of the westerly boundary line of a 33 foot wide public township road and the northerly boundary line of Legislative Route 06007 linking Rehrersburg and Bethel; thence along the said northerly boundary line of Legislative Route 06007 North 75 degrees 30 minutes West a distance of 130 feet to a monument; thence along lands now or formerly of Anson M. Gettel North 1 degree 26 minutes West a distance of 130 feet to a monument; thence still along lands now or formerly of Anson M. Gettel South 75 degrees 30 minutes East a distance of 130 feet to a monument in the westerly boundary of the first mentioned public township road; thence along the said westerly boundary line of the public township road South 1 degree 26 minutes East a distance of 130 feet to the monument, the place of beginning. Containing 0.388 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Anson M. Gettel and Minnie G. Gettel, his wife, by deed dated December 26, 1956, and recorded December 26, 1956, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book Vol. 1252, page 45.

PARCEL NUMBER TWELVE

RIGHT OF WAY

ALL THAT CERTAIN tract or parcel of land situate in the Township of Muhlenberg, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a rail monument in the westerly boundary line of Pennsylvania Railroad (Schuylkill Division), said rail monument being a corner of lands of Reading Company Railroad and 50 feet measured perpendicular to the center line of the said Pennsylvania Railroad (Schuylkill Division); thence along the said westerly boundary line of Pennsylvania Railroad (Schuylkill Division) South 11 degrees 19 minutes West a distance of 228.75 feet to a monument; thence along lands now or formerly of Reading Steel Products, Inc., the following two (2) courses and distances, namely: (1) North 9 degrees 18 minutes West a distance of 149.58 feet to a monument and (2) North 83 degrees 24 minutes West a distance of 177.18 feet to a monument in line of lands now or formerly of Reading Company Railroad; thence along said lands now or formerly of Reading Company Railroad North 77 degrees 05 minutes East a distance of 251.53 feet to the rail monument, the place of beginning. Containing 13,489 square feet.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Reading Steel Products, Inc. by deed dated December 27, 1956, and recorded December 28, 1956, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book Vol. 1252, page 204.

PARCEL NUMBER THIRTEEN

ROBESON SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Robeson, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the easterly boundary line of a public township road linking Legislative Route 06085 (Gibraltar-Plowville) and Beckersville, said monument being 16.5 feet measured perpendicular to the center line of said road, the place of beginning.

Thaddeus J. Manuszak in a southerly direction forming an interior angle of 90 degrees with the last described line a distance of 100 feet to a monument; thence still along lands now or formerly of the said Thaddeus J. Manuszak in a westerly direction forming an interior angle of 90 degrees with the last described line a distance of 100 feet to an iron post, the southeasterly corner of lands of Metropolitan Edison Company; thence along said lands of Metropolitan Edison Company in a northerly direction forming an interior angle of 90 degrees with the last described line a distance of 100 feet to the monument, the place of beginning. Containing 0.23 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Thaddeus J. Manuszak and Stephanie T. Manuszak, his wife, by deed dated January 15, 1957, and recorded February 6, 1957, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book Vol. 1110, page 556.

PARCEL NUMBER SIXTEEN

STRAUSSTOWN SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Upper Tulpehocken, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the southerly boundary line of Legislative Route 141, a 50 foot wide public road linking Strausstown and Shartlesville, said monument being 1058 feet, more or less, measured along the said southerly boundary line of Legislative Route 141 in a westerly direction from the intersection of the said southerly boundary line of Legislative Route 141 and the center line of Legislative Route 06018, and being also 25 feet measured perpendicular from the center line of said Legislative Route 141; thence along lands now or formerly of John Hollandbach South 3 degrees 45 minutes East a distance of 101.045 feet to a monument; thence along lands now or formerly of Lyle M. Koenig, et ux., the following two (2) courses and distances, namely: (1) North 85 degrees 30 minutes West a distance of 114.50 feet to a monument and (2) North 4 degrees 30 minutes East a distance of 100 feet to a monument in the said southerly boundary line of Legislative Route 141; thence

along the said southerly boundary line of Legislative Route 141 South 85 degrees 30 minutes East a distance of 100 feet to the monument, the place of beginning. Containing 10,725 square feet.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Lyle M. Koenig and Erma I. Koenig, his wife, by deed dated December 27, 1954, and recorded December 29, 1954, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book Vol. 1181, page 159.

PARCEL NUMBER SEVENTEEN

CLEONA SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Annville, Lebanon County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a spike in the center of a public township road, Legislative Route T-394 linking U. S. Route 422 and Legislative Route 38025, said spike being a corner of lands of Metropolitan Edison Company and being 88.13 feet distant measured in a northwesterly direction along the center line of said Legislative Route T-394 from the center line of the railroad right of way of Reading Company; thence along the center line of the said Legislative Route T-394 North 43 degrees 13 minutes West a distance of 121.42 feet to a spike; thence along lands now or formerly of Elam N. Snyder North 82 degrees 0 minutes East a distance of 204.50 feet to a monument; thence still along lands now or formerly of Elam N. Snyder South 15 degrees 15 minutes East a distance of 100 feet to a point, a corner of lands of Metropolitan Edison Company; thence along said lands of Metropolitan Edison Company South 82 degrees 0 minutes West a distance of 147.14 feet to the spike, the place of beginning. Containing 0.40 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Elam N. Snyder and Ada H. Snyder, his wife, by deed dated October 9, 1956, and recorded October 9, 1956, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Deed Book Q, Volume 9, page 461.

PARCEL NUMBER EIGHTEEN

CORNWALL SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Borough of Cornwall, Lebanon County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the northerly boundary line of a public township road No. T-385 linking Iona and Quentin, said monument being 16.5 feet measured perpendicular to the center line of said public township road No. T-385 and 40 feet, more or less, measured in a southwesterly direction along the said center line of public township road No. T-385 from the intersection of said center line of public township road No. T-385 and the center line of the Cornwall Railroad; thence along the said northerly boundary line of public township road No. T-385 South 63 degrees 43 minutes West a distance of 120 feet to a monument; thence along lands now or formerly of Joseph H. Schott, et ux., the following two (2) courses and distances, namely: (1) North 26 degrees 17 minutes West a distance of 100 feet to a monument and (2) North 63 degrees 43 minutes East a distance of 148.864 feet to a monument in the westerly boundary line of the Cornwall Railroad; thence along the said westerly boundary line of the Cornwall Railroad South 10 degrees 11 minutes East a distance of 104.082 feet to the monument, the place of beginning. Containing 0.3086 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Joseph H. Schott and Edna M. Schott, his wife, by deed dated April 13, 1956, and recorded April 13, 1956, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Deed Book O, No. 9, page 647.

PARCEL NUMBER NINETEEN

ADDITION TO FIFTH AVENUE OUTDOOR SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the City of Lebanon, Lebanon County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the westerly boundary line of a 60 foot wide street known as Fifth Avenue as shown on the topographical survey of the City of Lebanon, said monument being 103.13

feet measured along the said westerly boundary line of Fifth Avenue in a northerly direction from the intersection of the said westerly boundary line of Fifth Avenue and the northerly boundary line of Cumberland Street; thence along lands now or formerly of Herbert W. Shay, Aaron C. Folmer, John J. Falk and S. J. Shirk South 83 degrees 41 minutes 30 seconds West a distance of 158.297 feet to a monument in the easterly line of lands of Metropolitan Edison Company; thence along said lands of Metropolitan Edison Company North 4 degrees 45 minutes West a distance of 110.28 feet to a point in the southerly line of lands of Pennsylvania Railroad Company; thence along said lands of Pennsylvania Railroad Company the following three (3) courses and distances, namely: (1) South 83 degrees 07 minutes 30 seconds East a distance of 131.946 feet to a point, (2) North 8 degrees 19 minutes West a distance of 16 feet to a point and (3) North 81 degrees 41 minutes East a distance of 24 feet to a point in the aforesaid westerly boundary line of Fifth Avenue; thence along the said westerly boundary line of Fifth Avenue South 8 degrees 19 minutes East a distance of 97 feet to the monument, the place of beginning. Containing 0.340 acre, more or less.

BEING AND CONSISTING of the same premises granted and conveyed unto Metropolitan Edison Company by the following: (1) John J. Falk and Jean I. Falk, his wife, by deed dated February 14, 1957, and recorded February 25, 1957, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Deed Book R, No. 9, page 699; (2) Carrie M. Shirk and Stephen J. Shirk, her husband, by deed dated February 16, 1957, and recorded as aforesaid on February 25, 1957, in Deed Book S, No. 9, page 1; (3) Aaron C. Folmer and Ellen D. Folmer, his wife, by deed dated February 25, 1957, and recorded as aforesaid on February 25, 1957, in Deed Book S, No. 9, page 2; and (4) Herbert W. Shay and Elsie M. Shay, his wife, by deed dated February 25, 1957, and recorded as aforesaid on February 25, 1957, in Deed Book S, No. 9, page 3.

PARCEL NUMBER TWENTY

ADDITION TO PALMYRA OUTDOOR SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Borough of Palmyra, Lebanon County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the easterly boundary line of a 70 foot wide street known as North Penn Street, said monument being distant 40 feet measured in a northwesterly direction along the said easterly boundary line of North Penn Street from the intersection of the said easterly boundary line of North Penn Street and the northerly boundary line of a 20 foot wide alley; thence in a northwesterly direction along the said easterly boundary line of North Penn Street forming an interior angle of 89 degrees 45 minutes with the northerly line of lands of Metropolitan Edison Company a distance of 15 feet to a monument; thence in a northeasterly direction along lands now or formerly of Harry S. Wagner forming an interior angle of 90 degrees with the said easterly boundary line of North Penn Street a distance of 97.33 feet to a monument in the westerly boundary line of a 53 foot wide street known as Forge Street; thence in a southeasterly direction along the said westerly boundary line of Forge Street forming an interior angle of 88 degrees 14 minutes with the last described line a distance of 14.587 feet to a monument at corner of lands of Metropolitan Edison Company; thence in a southwesterly direction along said lands of Metropolitan Edison Company forming an interior angle of 92 degrees 01 minute with the last described bearing a distance of 96.82 feet to the monument, the place of beginning. Containing 1435.60 square feet.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Harry S. Wagner and Effie C. Wagner, his wife, by deed dated December 14, 1955, and recorded December 14, 1955, in the Office for the Recording of Deeds in and for Lebanon County, Pennsylvania, in Deed Book O, No. 9, page 266.

SUBJECT to conditions and restrictions of the nature set forth in the description of Parcel Number Forty-four, Palmyra Outdoor Substation Site, in the Original Indenture.

PARCEL NUMBER TWENTY-ONE

NEW SMITHVILLE SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Weisenberg, Lehigh County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the southerly boundary line of U.S. Route 22 linking Hamburg and Allentown, said monument being 40 feet measured perpendicular from the center line of said U.S. Route 22 and 715 feet measured in a southeasterly direction along the said southerly boundary line of U.S. Route 22 from a Lehigh County-Berks County boundary marker; thence along the said southerly boundary line of U.S. Route 22 South 65 degrees 27 minutes East a distance of 150 feet to a monument; thence along lands now or formerly of Osville J. Fritz the following two (2) courses and distances, namely: (1) South 15 degrees 15 minutes West a distance of 150 feet to a monument and (2) North 65 degrees 27 minutes West a distance of 150 feet to a monument in line of lands now or formerly of Glenwood Stump; thence along said lands now or formerly of Glenwood Stump North 15 degrees 15 minutes East a distance of 150 feet to the monument, the place of beginning. Containing 0.123 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Osville J. Fritz and Annie L. Fritz, his wife, by deed dated April 25, 1956, and recorded May 8, 1956, in the Office for the Recording of Deeds in and for Lehigh County, Pennsylvania, in Deed Book Vol. 873, page 359.

PARCEL NUMBER TWENTY-TWO

MARSHALLS CREEK SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Smithfield, Monroe County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the easterly boundary line of a public road, State Highway Route No. 402 linking Stroudsburg and Marshalls Creek, said monument being distant 750.65 feet measured

in a northwesterly direction along the center line of said Route No. 402 from the center line of a concrete bridge crossing Marshalls Creek and being also distant 25 feet measured in an easterly direction and perpendicular to the center line of said Route No. 402; thence along the said easterly boundary line of said Route No. 402 parallel and distant 25 feet from the center line of said Route No. 402 North 11 degrees 32 minutes West a distance of 150 feet to a monument; thence along lands now or formerly of Mountain Lake House, Inc. the following four (4) courses and distances, namely: (1) North 78 degrees 28 minutes East a distance of 65 feet to a monument, (2) South 56 degrees 32 minutes East a distance of 49.5 feet to a monument, (3) South 11 degrees 32 minutes East a distance of 115 feet to a monument and (4) South 78 degrees 28 minutes West a distance of 100 feet to the monument, the place of beginning. Containing 0.331 acre, more or less.

BEING AND CONSISTING of the same premises granted and conveyed unto Metropolitan Edison Company by the following: (1) Mountain Lake House, Inc. by deed dated August 8, 1955, and recorded August 12, 1955, in the Office for the Recording of Deeds in and for Monroe County, Pennsylvania, in Deed Book Vol. 215, page 83; and (2) Edla Albrecht Huffman, widow, Flora Huffman, singlewoman, A. Lawton Huffman and C. Elwood Huffman, Executors under the Last Will and Testament of Edith Huffman, deceased, and Russell D. Scott, Jr., Executor under the Last Will and Testament of Frances H. Scott, deceased, by deed dated August 8, 1955, and recorded as aforesaid on August 12, 1955, in Deed Book Vol. 215, page 87.

PARCEL NUMBER TWENTY-THREE

STROUDSBURG SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Borough of East Stroudsburg, Monroe County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument, said monument being a corner common to lands now or formerly of E. L. Kemp and lands now or formerly of Grant H. Keiper and Elsie Keiper, his wife, and being North 63 degrees 18 minutes East a distance of 51.92 feet from a

monument in the northwesterly corner of lands of Metropolitan Edison Company; thence along lands now or formerly of E. L. Kemp North 23 degrees 46 minutes West a distance of 150 feet to a monument; thence along lands now or formerly of Grant H. Keiper and Elsie Keiper, his wife, North 63 degrees 18 minutes East a distance of 420 feet to a monument; thence still along lands now or formerly of Grant H. Keiper and Elsie Keiper, his wife, South 23 degrees 46 minutes East a distance of 150 feet to a monument in line of lands of Metropolitan Edison Company; thence along lands of Metropolitan Edison Company South 63 degrees 18 minutes West a distance of 420 feet to the monument, the place of beginning. Containing 1.44 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Grant H. Keiper and Elsie Keiper, his wife, by deed dated January 10, 1955, and recorded January 10, 1955, in the Office for the Recording of Deeds in and for Monroe County, Pennsylvania, in Deed Book Vol. 208, page 507.

PARCEL NUMBER TWENTY-FOUR

SWAMP SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of New Hanover, Montgomery County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the southerly boundary line of a public township road leading to State Legislative Route 663, said monument being 16.5 feet measured perpendicular to the center line of the said public township road and in the westerly line of lands now or formerly of Willard S. Gilley; thence along said lands now or formerly of Willard S. Gilley South 42 degrees 30 minutes West a distance of 63.03 feet to a monument; thence along lands now or formerly of Mike Kleman the following two (2) courses and distances, namely: (1) North 63 degrees 54 minutes West a distance of 142.66 feet to a monument and (2) North 34 degrees 26 minutes East a distance of 83.09 feet to a monument in the southerly boundary line of the said public township road; thence along the southerly boundary line of the said public township road South 55 degrees 34

minutes East a distance of 150 feet to the monument, the place of beginning. Containing 10,545 square feet.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Mike Kleman (also known as Michael Kleman) and Susie Kleman (also known as Susanna Kleman), his wife, by deed dated August 9, 1956, and recorded August 13, 1956, in the Office for the Recording of Deeds in and for Montgomery County, Pennsylvania, in Deed Book 2709, page 194.

PARCEL NUMBER TWENTY-FIVE

EASTON OFFICE AND SERVICE BUILDING SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Forks, Northampton County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the easterly boundary line of a 50 foot wide public road, Legislative Route 115 and 90 linking Easton and Stockertown, said monument being 25 feet measured perpendicular from a point in the center line of said Legislative Route 115 and 90, said point being 81.18 feet, more or less, measured in a southerly direction along the center line of said Legislative Route 115 and 90 from the intersection of the center line of Legislative Route 115 and 90 and the center line of an intersecting public township road No. 623; thence North 7 degrees 02 minutes West a distance of 47.76 feet to a monument in the southerly boundary line of public township road No. 623; thence along the said southerly boundary line of public township road No. 623, 16.5 feet from and parallel to the center line of said public township road No. 623, North 82 degrees 58 minutes East a distance of 1823.25 feet to a monument in line of lands now or formerly of Amandus Frankenfield Estate; thence along said lands now or formerly of Amandus Frankenfield Estate and lands now or formerly of Asher Stout South 6 degrees 32 minutes East a distance of 1151.25 feet to a monument, a corner of lands now or formerly of Ruth Jackson (widow); thence along said lands now or formerly of Ruth Jackson (widow) South 74 degrees 22 minutes West a distance of 974.27 feet to a monument, a corner of lands now or formerly of Frank F. Holler, Jr.; thence along said lands now or formerly of Frank F. Holler, Jr. and lands now or formerly of Franz Philipp North 12 degrees 14 minutes West a

distance of 647.52 feet to a monument; thence still along lands now or formerly of said Franz Philipp South 73 degrees 58 minutes West a distance of 291.89 feet to a monument; thence still along lands now or formerly of Franz Philipp South 71 degrees 03 minutes West a distance of 261.87 feet to a monument in the aforementioned easterly boundary line of Legislative Route 115 and 90; thence along the said easterly boundary line of Legislative Route 115 and 90, 25 feet from, parallel and concentric to the said center line of Legislative Route 115 and 90, the following three (3) courses and distances, namely: (1) by a line curving to the right having a radius of 1885.08 feet, a chord bearing North 27 degrees 37 minutes 20 seconds West 172.50 feet, a distance along the arc of 172.53 feet to a point, (2) North 25 degrees West a distance of 383.39 feet to a point and (3) by a line curving to the left having a radius of 1935.08 feet, a chord bearing North 27 degrees 49 minutes West 190.39 feet, a distance along the arc of 190.43 feet to the monument, the place of beginning. Containing 39.499 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Lewis L. Walters and Evelyn R. Walters, his wife, by deed dated December 20, 1956, and recorded December 20, 1956, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book B, Vol. 95, page 408.

PARCEL NUMBER TWENTY-SIX

NORTH BANGOR SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Upper Mt. Bethel, Northampton County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a spike, said spike being the intersection of the center line of a 33 foot wide public road, Legislative Route No. 48032 linking North Bangor and Stier, and the center line of a 33 foot public township road linking the said Legislative Route No. 48032 and Legislative Route No. 48089, said spike being also the northwesterly corner of lands now or formerly of Elsie LaBar; thence along the center line of the second described 33 foot public road and along lands now or formerly of Elsie LaBar South 8 degrees West a distance of 283.8 feet to a spike; thence still along said lands now or formerly of Elsie LaBar North 87 degrees 34

minutes East a distance of 176 feet to a stone in line of lands now or formerly of Hoston A. Davis; thence along said lands now or formerly of Hoston A. Davis South 0 degrees 47 minutes East a distance of 630 feet, more or less, to a point on the northerly bank of Wolf's Creek; thence along the said northerly bank of Wolf's Creek and along lands now or formerly of Floyd W. Rutt several courses and distances in a westerly direction a distance of 1785 feet, more or less, to a white ash tree in line of lands now or formerly of Edward Heller, Jesse Hoagland and Jacob Beck; thence along said lands now or formerly of Edward Heller, Jesse Hoagland and Jacob Beck the following two (2) courses and distances, namely: (1) North 59 degrees 47 minutes East a distance of 987.79 feet to an iron pin and (2) North 56 degrees 20 minutes West a distance of 599.82 feet to an iron pin, a corner of lands now or formerly of B. E. Torning; thence along said lands now or formerly of B. E. Torning North 60 degrees 54 minutes East a distance of 645.49 feet to a spike in the center line of Legislative Route No. 48032 and in line of lands now or formerly of Frank Comenale; thence along the center line of the said Legislative Route No. 48032 and along said lands now or formerly of Frank Comenale the following three (3) courses and distances, namely: (1) South 79 degrees 57 minutes East a distance of 147.43 feet to a point, (2) by a line curving to the right having a radius of 469.36 feet and a chord length of 232.39 feet with a bearing of South 65 degrees 36 minutes 30 seconds East a distance along the curve of 234.83 feet to a point and (3) South 51 degrees 16 minutes East a distance of 246.82 feet to the spike, the place of beginning. Containing 26.66 acres, more or less.

EXCEPTING, however, from the above described premises all rights of the public in and to Legislative Route No. 48032 along the northerly boundary line of the property hereby conveyed and also excepting all rights of the public in and to another certain public road crossing the easterly portion of property in a northerly and southerly direction from its intersection with the above mentioned Legislative Route No. 48032 to Wolf's Creek aforesaid.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Harry A. LaBarre and Berdina V. LaBarre, his wife, by deed dated June 27, 1955, and recorded June 29, 1955, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book G, Vol. 91, page 484.

PARCEL NUMBER TWENTY-SEVEN

PALMER SUBSTATION SITE

ALL THOSE CERTAIN tracts or parcels of land, being Lots 442, 443, 444 and Lots 502 to 512, inclusive, shown more clearly on a Map or Plan entitled "Jones Terrace", said Map or Plan being recorded in Map Book 8, page 15, Section 2, Northampton County records, situate in the Township of Palmer, Northampton County, Pennsylvania, bounded and described as follows, to wit:

Lots 442, 443 and 444

BEGINNING at a monument, said monument being the intersection of the westerly boundary line of a 50 foot wide street known as Dunkle Street (as shown on above mentioned Map or Plan of Jones Terrace) and the southerly side of a 20 foot wide alley (as shown on above mentioned Map or Plan of Jones Terrace); thence along the said westerly boundary line of Dunkle Street by a line curving to the left having a radius of 389.2 feet and chord bearing of South 20 degrees 16 minutes East a distance along the arc of 64.98 feet to a monument; thence along the northerly boundary line of a 20 foot wide alley South 64 degrees 57 minutes West a distance of 205 feet to a monument; thence along the easterly boundary line of another 20 foot wide alley by a line curving to the right having a radius of 594.2 feet and chord bearing of North 49 degrees 50 minutes West a distance along the arc of 99.21 feet to a monument; thence along the southerly boundary line of the first mentioned 20 foot wide alley North 74 degrees 31 minutes East a distance of 205 feet to the monument, the place of beginning. Containing 0.386 acre.

Lots 502 to 512, Inclusive

BEGINNING at a monument, said monument being the intersection of the southerly boundary line of a 60 foot wide street known as Division Street (as shown on the above mentioned Map or Plan of Jones Terrace) and the westerly boundary line of the aforementioned Dunkle Street; thence along the said westerly boundary line of Dunkle Street South 15 degrees 29 minutes East a distance of 110 feet to a monument; thence along the northerly boundary line of a 20 foot wide alley South 74 degrees 31 minutes West a distance of 225 feet to a

monument; thence along the easterly line of Lot 501 North 15 degrees 29 minutes West a distance of 110 feet to a monument in the said southerly boundary line of Division Street; thence along the said southerly boundary line of Division Street North 74 degrees 31 minutes East a distance of 225 feet to the monument, the place of beginning. Containing 0.568 acre.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Donald M. Kirkpatrick and Renee D. Kirkpatrick, his wife, by William H. Kirkpatrick, their Attorney-in-fact, William H. Kirkpatrick and Mary Stewart Kirkpatrick, his wife, Carolyn E. McAlee and Elizabeth T. McGiffert, Executrices of the Last Will and Testament of Floyd B. McAlee, deceased, and Emily S. Staples, widow, by deed dated January 24, 1957, and recorded January 29, 1957, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book H, Vol. 98, page 232.

PARCEL NUMBER TWENTY-EIGHT

ROSETO SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land situate in the Borough of Roseto, Northampton County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the southerly boundary line of Garibaldi Avenue as laid out on the topographical survey of the Borough of Roseto, said monument being at the intersection of the southerly boundary line of said Garibaldi Avenue and the westerly boundary line of a 40 foot wide street known as Liberty Avenue; thence along the westerly boundary line of said Liberty Avenue the following two (2) courses and distances, namely: (1) South 20 degrees 50 minutes West a distance of 261.20 feet to a monument and (2) South 23 degrees 0 minutes East a distance of 177.30 feet to a monument, the intersection of the westerly boundary line of said Liberty Avenue and the northerly boundary line of a 30 foot wide street; thence along the northerly boundary line of said 30 foot wide street South 67 degrees 0 minutes West a distance of 271.76 feet to a monument, the intersection of the northerly boundary line of said 30 foot wide street and the easterly boundary line of a 40 foot wide street known as Rosemont Avenue; thence along the easterly boundary line of said Rosemont Avenue North 22 degrees 28 minutes West a distance of 262.22

feet to a monument, the intersection of the easterly boundary line of said Rosemont Avenue and the easterly boundary line of a 30 foot wide street; thence along the easterly boundary line of said 30 foot wide street parallel and distant 30 feet from the easterly boundary line of the Lehigh and New England Railroad North 35 degrees 59 minutes East a distance of 395.60 feet to a monument, the intersection of the easterly boundary line of said 30 foot wide street and the southerly boundary line of said Garibaldi Avenue; thence along the southerly boundary line of said Garibaldi Avenue South 70 degrees 55 minutes East a distance of 149.80 feet to the monument, the place of beginning. Containing 2.77 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Lucy Comunale, widow, by deed dated March 18, 1955, and recorded April 15, 1955, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book A, No. 97, page 101.

PARCEL NUMBER TWENTY-NINE

ADDITION TO SOUTH EASTON SUBSTATION SITE

ALL THOSE TWO CERTAIN lots, Nos. 14 and 15 according to the plan of lots of S. Kleinhans Sons, prepared by John McNeal and recorded in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Map Book No. 9, page 45, situate in the City of Easton, Northampton County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the westerly boundary line of a 40 foot wide street, known as Davis Street, as laid out on the topographical survey of the City of Easton, said point being the northeasterly corner of Lot No. 22 and lands of Metropolitan Edison Company and distant 150 feet measured in a northeasterly direction along the said westerly boundary line of Davis Street from the intersection of the said westerly boundary line of Davis Street and the northerly boundary line of a 50 foot wide street known as Williams Street; thence along the northerly line of Lots Nos. 22 and 21 and lands of Metropolitan Edison Company North 88 degrees 40 minutes West a distance of 50 feet to a monument; thence along the easterly line of Lot No. 13 North 1 degree 57 minutes East a distance of 108.67 feet to a point in the southerly boundary line of Old Philadelphia Road; thence along

said southerly boundary line of Old Philadelphia Road North 61 degrees 17 minutes East a distance of 58.13 feet to a point, the intersection of the said southerly boundary line of Old Philadelphia Road and the said westerly boundary line of Davis Street; thence along the said westerly boundary line of Davis Street South 1 degree 57 minutes West a distance of 137.78 feet to the point, the place of beginning. Containing 6174 square feet, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by J. James Condran, Jr. and Cathryn R. Condran, his wife, Mary Louise Brian and S. Douglas Brian, her husband, and Mary Louise Brian, Executrix under the Last Will and Testament of J. James Condran, deceased, by deed dated June 10, 1955, and recorded June 23, 1955, in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book D, No. 97, page 112.

PARCEL NUMBER THIRTY

CLY SUBSTATION SITE

ALL THOSE CERTAIN tracts or parcels of land situate in the Township of Newberry, York County, Pennsylvania, bounded and described as follows, to wit:

Tract No. 1

BEGINNING at a monument in the westerly boundary line of Legislative Route No. 250 linking Cly and York Haven, said monument being 16.5 feet measured perpendicular to the center line of said Legislative Route No. 250 and a corner of lands about to be conveyed to Otto G. Sterner; thence along the said westerly boundary line of Legislative Route No. 250 South 37 degrees 53 minutes 20 seconds East a distance of 519.15 feet to a monument; thence along lands now or formerly of Paul D. Beshore South 50 degrees 07 minutes 40 seconds West a distance of 745.41 feet to a monument in line of lands now or formerly of Dr. Francis E. Krylowicz; thence along said lands now or formerly of Dr. Francis E. Krylowicz North 32 degrees 08 minutes 15 seconds West a distance of 605.88 feet to a monument; thence along lands now or formerly of Paul D. Beshore and lands about to be conveyed to Otto G. Sterner North 56 degrees 56 minutes 45 seconds East a distance of 686.71 feet to the monument, the place of beginning. Containing 9.214 acres, more or less.

Tract No. 2

BEGINNING at a monument in the easterly boundary line of Legislative Route No. 250 linking Cly and York Haven, said monument being 16.5 feet measured perpendicular to the center line of said Legislative Route No. 250 and a corner of lands now or formerly of George F. Shaffer; thence along the said easterly boundary line of Legislative Route No. 250 North 37 degrees 53 minutes 20 seconds West a distance of 442.77 feet to a monument; thence along lands now or formerly of Paul D. Beshore North 65 degrees 20 minutes 15 seconds East a distance of 576.42 feet to a monument in line of lands of Metropolitan Edison Company; thence along said lands of Metropolitan Edison Company South 28 degrees 13 minutes 30 seconds East a distance of 260 feet to a monument at corner of lands now or formerly of George F. Shaffer; thence along said lands now or formerly of George F. Shaffer South 46 degrees 06 minutes West a distance of 520.27 feet to the monument, the place of beginning. Containing 4.346 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Paul D. Beshore and Eva Beshore, his wife, by deed dated February 21, 1957, and recorded February 21, 1957, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book Vol. 44G, page 9.

PARCEL NUMBER THIRTY-ONE

GLENVILLE SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Codorus, York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a concrete monument, said monument being the intersection of the easterly boundary line of a 33 foot wide public highway, Route No. 516 linking Sticks and Jefferson, and the northerly boundary line of a 33 foot wide public highway, Legislative Route No. 66010 linking the said Route No. 516 and Glen Rock; thence along said easterly boundary line of said Route No. 516 by a line curving to the right having a radius of 1416.19 feet and a chord length of 100.03 feet with a bearing North 4 degrees 36 minutes 15

seconds West a distance along the curve of 100.104 feet to a monument; thence along lands now or formerly of Lettie M. Rebert, widow, the following two (2) courses and distances, namely: (1) North 87 degrees 0 minutes East a distance of 102.80 feet to a monument and (2) South 3 degrees 0 minutes East a distance of 100 feet to a monument in the said northerly boundary line of Legislative Route No. 66010; thence along the said northerly boundary line of Legislative Route No. 66010 South 87 degrees 0 minutes West a distance of 100 feet to the monument, the place of beginning. Containing 0.234 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Lettie M. Rebert, widow, by deed dated October 25, 1954, and recorded October 28, 1954, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book Vol. 39V, page 325.

PARCEL NUMBER THIRTY-TWO

ADDITION TO HALLAM SUBSTATION

ALL THAT CERTAIN tract or parcel of land situate in the Borough of Hallam, York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the northerly boundary line of a 50 foot wide street known as Water Street, said monument being the southeasterly corner of Lot No. 5 and lands of Metropolitan Edison Company and 60 feet distant measured along the said northerly boundary line of Water Street from the intersection of the said northerly boundary line of Water Street and the easterly boundary line of a 50 foot wide street known as Emig Street; thence along said lands of Metropolitan Edison Company North 11 degrees 29 minutes 40 seconds West a distance of 160.15 feet to a monument in the southerly boundary line of a 20 foot wide public alley; thence along the southerly boundary line of said 20 foot wide public alley North 76 degrees 0 minutes East a distance of 50 feet to a monument, the northwesterly corner of Lot No. 7; thence along the westerly line of Lot No. 7 and land now or formerly of John E. Graybill, Jr., et al. South 11 degrees 29 minutes 40 seconds East a distance of 160.15 feet to a monument in the aforesaid northerly boundary line of Water Street; thence along the said northerly boundary line of Water Street South 76

degrees 0 minutes West a distance of 50 feet to the monument, the place of beginning. Containing 0.184 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Mary E. Emig, widow, John E. Graybill and Pauline G. Graybill, his wife, by deed dated May 2, 1956, and recorded May 2, 1956, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book Vol. 42T, page 70.

PARCEL NUMBER THIRTY-THREE

ADDITION TO HILL SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land situate in the Township of Shrewsbury, York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the northerly boundary line of a public township road, Legislative Route No. 66519 linking Susquehanna Trail and Glen Rock, said monument being in line of lands now or formerly of Charles Hillegass and 16.5 feet measured perpendicular from the center line of the said Legislative Route No. 66519; thence along the northerly boundary line of Legislative Route No. 66519 by a line curving to the left having a radius of 1236.658 feet with a chord bearing of South 64 degrees 08 minutes 20 seconds West a distance along the arc of 184.66 feet to a point; thence still along the said northerly boundary line of Legislative Route No. 66519 South 59 degrees 51 minutes 40 seconds West a distance of 150.68 feet to a monument in line of lands now or formerly of Paul Rohrbaugh; thence along said lands now or formerly of Paul Rohrbaugh North 23 degrees 15 minutes 10 seconds West a distance of 560.67 feet to a monument in line of lands now or formerly of Charles Hillegass; thence along said lands now or formerly of Charles Hillegass the following two (2) courses and distances, namely: (1) North 62 degrees 58 minutes 20 seconds East a distance of 332.15 feet to a monument and (2) South 23 degrees 30 minutes 15 seconds East a distance of 556.02 feet to the monument, the place of beginning. Containing 4.24 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Agnes J. McCann, widow, by deed dated April 1, 1957, and recorded April 2, 1957, in the Office for the Record-

ing of Deeds in and for York County, Pennsylvania, in Deed Book Vol. 44K, page 513.

PARCEL NUMBER THIRTY-FOUR

ADDITION TO JACKSON SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Jackson, York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the southerly boundary line of a 50 foot wide public road, Legislative Route No. 66005 linking East Berlin and York, said monument being distant 25 feet measured perpendicular from the center line of said Legislative Route No. 66005 and distant 421.6 feet, more or less, measured in an easterly direction along said southerly boundary line of Legislative Route No. 66005 from an iron pin, a corner common to lands now or formerly of Clarence F. Myers and Paul Myers; thence along the southerly boundary line of said Legislative Route No. 66005 North 83 degrees 30 minutes East a distance of 150 feet to a point; thence along lands of Metropolitan Edison Company South 6 degrees 30 minutes East a distance of 500 feet to a point; thence along lands now or formerly of Paul Myers the following two (2) courses and distances, namely: (1) South 83 degrees 30 minutes West a distance of 150 feet to a monument and (2) North 6 degrees 30 minutes West a distance of 500 feet to the monument, the place of beginning. Containing 1.72 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Paul Myers and Leah Myers, his wife, by deed dated October 11, 1954, and recorded October 13, 1954, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book Vol. 39T, page 426.

PARCEL NUMBER THIRTY-FIVE

LOUCKS MILL ROAD SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land situate in the Township of Spring Garden, York County, Pennsylvania, bounded and described as follows. to wit:

BEGINNING at a monument in the easterly boundary line of lands of Northern Central Railway Company, said monument being 241.5 feet, more or less, measured along the said easterly boundary line of Northern Central Railway Company, whose bearing is North 22 degrees 28 minutes East from a spike in the center line of a 70 foot wide public township road known as Windsor Street; thence along the said easterly boundary line of Northern Central Railway Company North 22 degrees 28 minutes East a distance of 349.55 feet to a monument, a corner of lands now or formerly of J. L. Reisinger; thence along said lands now or formerly of J. L. Reisinger the following two (2) courses and distances, namely: (1) South 70 degrees 17 minutes East a distance of 196.41 feet to a monument and (2) South 22 degrees 29 minutes West a distance of 349.56 feet to a monument; thence along lands now or formerly of Frank F. Jameson North 70 degrees 17 minutes West a distance of 196.31 feet to the monument, the place of beginning. Containing 1.574 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Frank F. Jameson and Marie E. Jameson, his wife, by deed dated January 7, 1957, and recorded January 7, 1957, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book Vol. 44A, page 361.

PARCEL NUMBER THIRTY-SIX

Mt. ROSE SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Spring Garden, York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument, said monument being the intersection of the easterly boundary line of Township Route No. T-318, a 33 foot wide public road linking Legislative Route No. 124 and Hollywood Heights, and the southerly boundary line of Legislative Route No. 124, a 36 foot wide public road linking the City of York and Longstown, said monument being also distant 933.75 feet measured in a southeasterly direction along the said southerly boundary line of Legislative Route No. 124 by a line whose bearing is South 81 degrees 28 minutes East from a monument, the northeasterly corner of land now or formerly of Mount Rose Cemetery; thence

along the said southerly boundary line of Legislative Route No. 124 South 84 degrees 46 minutes East a distance of 203.08 feet to a monument; thence along lands now or formerly of William Kauffman the following two (2) courses and distances, namely: (1) South 15 degrees 15 minutes West a distance of 335.37 feet to a monument and (2) North 74 degrees 45 minutes West a distance of 200 feet to a monument in the said easterly boundary line of Township Route No. T-318; thence along the said easterly boundary line of Township Route No. T-318 North 15 degrees 15 minutes East a distance of 300 feet to the monument, the place of beginning. Containing 1.458 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by William M. Kauffman and Anna E. Kauffman, his wife, by deed dated December 21, 1955, and recorded December 21, 1955, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book Vol. 42B, page 159.

PARCEL NUMBER THIRTY-SEVEN

SEVEN VALLEYS SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of North Codorus, York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a concrete monument in the easterly boundary line of a 45 foot wide public road known as Legislative Route No. 616 linking Glen Rock and the public concrete road linking Seven Valleys and York-Salem Springs, said monument being distant 382.8 feet measured in a southwesterly direction along the center line of said Legislative Route No. 616 from a spike, the intersection of the center line of said Legislative Route No. 616 and the center line of the concrete road linking Seven Valleys and York-Salem Springs, and distant 20 feet measured perpendicular to the center line of the said Legislative Route No. 616; thence along lands now or formerly of Peter Lau the following three (3) courses and distances, namely: (1) South 54 degrees 27 minutes East a distance of 125 feet to a concrete monument, (2) South 31 degrees 33 minutes West a distance of 100 feet to a concrete monument and (3) North 54 degrees 27 minutes West a distance of 125 feet to a concrete monument in the easterly boundary line of the said Legislative Route No. 616;

thence along the said easterly boundary line of Legislative Route No. 616 North 31 degrees 33 minutes East a distance of 100 feet to the concrete monument, the place of beginning. Containing 0.287 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Peter Lau, widower, by deed dated October 28, 1954, and recorded October 28, 1954, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book 39V, page 329.

SECOND.

Also all property of the character and nature specified in the "SECOND", "THIRD", "FOURTH" and "FIFTH" subdivisions of the granting clauses of the Original Indenture acquired by the Company subsequent to the execution and delivery thereof and not heretofore disposed of in accordance with the terms thereof.

GENERAL SUBJECT CLAUSES.

SUBJECT, HOWEVER, to the reservations, exceptions, conditions, limitations and restrictions contained in the several deeds, franchises and contracts or other instruments through which the Company acquired or claims title to or enjoys the use of said properties; to statutory and municipal requirements relating to land and buildings; to the rights of the public and others in streets, roads and highways, opened, or laid out but unopened, crossing or bounding any of the said parcels; to the rights of owners abutting thereon in any stream, drain or ditch crossing or bounding any of the said parcels; to the rights of the Commonwealth of Pennsylvania in and to any of the lands located in any streams or rivers abutting any of the said parcels; and to the rights of electric, gas, telephone and telegraph companies to maintain and operate pole lines and gas mains over or through any of the said parcels or on or in the streets, roads or highways, abutting thereon as the same existed at the time of acquisition of said parcels by the Company; and to any easements visible on the ground at the time of such acquisition, but not evidenced by recorded agreements or grants.

EXCEPTED PROPERTY.

EXPRESSLY EXCEPTING AND EXCLUDING, HOWEVER, from this Supplemental Indenture and from the lien and operation hereof, all property of every kind and type excepted and excluded from the Original Indenture by subdivision III under the heading "Excepted Property" therein to the extent there indicated and reference is hereby made to said Original Indenture for a description thereof.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the property covered by this Supplemental Indenture or intended so to be, or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 9.01 of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the property covered by this Supplemental Indenture or intended so to be and every part and parcel thereof.

TO HAVE AND TO HOLD the property covered by this Supplemental Indenture or intended so to be to the Trustee, its successors and assigns, forever, upon and subject to the trusts, uses, conditions, covenants and provisions of the Mortgage.

ARTICLE IV.

MISCELLANEOUS.

SECTION 1. The Trustee, for itself and its successors in said trusts, hereby accepts the conveyance, transfer and assignment of the property included in this Supplemental Indenture upon the trusts, terms and conditions expressed in the Mortgage.

SECTION 2. This Supplemental Indenture shall be simultaneously executed in several counterparts, and all such counterparts executed

and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, METROPOLITAN EDISON COMPANY, party of the first part, has caused this instrument to be signed in its name and behalf by its President or a Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and GUARANTY TRUST COMPANY OF NEW YORK, party of the second part, in token of its acceptance of the trust hereby created, has caused this instrument to be signed in its name and behalf by a Trust Officer and its corporate seal to be hereunto affixed and attested by an Assistant Secretary, all as of the day and year first above written.

METROPOLITAN EDISON COMPANY,

By E. O. DREAS
Vice President.

Attest:

E. L. BARTH
Secretary.

[CORPORATE SEAL]

Signed, sealed and delivered by said
Metropolitan Edison Company in
the presence of:

SAMUEL B. RUSSELL
E. McMICHAEL

GUARANTY TRUST COMPANY OF NEW YORK,

By W. L. BAKER
Trust Officer.

Attest:

F. B. KINGSLEY
Assistant Secretary.

[CORPORATE SEAL]

Signed, sealed and delivered by said
Guaranty Trust Company of New
York in the presence of:

MARGARET CABOT
PATRICIA GILLHAUS

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 11th day of June, 1957, before me, the subscriber, a Notary Public of the State of New York, residing in Hempstead, New York, personally appeared E. L. BARTH, Secretary of METROPOLITAN EDISON COMPANY, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the foregoing Supplemental Indenture was duly sealed and delivered by E. O. DREAS, a Vice President of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Secretary and of E. O. DREAS as Vice President of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

E. L. BARTH
Secretary.

Sworn to and subscribed before me the day and year aforesaid.

WALTER J. GRIMES

WALTER J. GRIMES
Notary Public, State of New York
No. 30-6674750
Qualified in Nassau County
Certificate filed in New York County
Term Expires March 30, 1958

[NOTARIAL SEAL]

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 11th day of June, 1957, before me, the subscriber, a Notary Public of the State of New York, residing in Hempstead, New York, personally appeared F. B. KINGSLEY, Assistant Secretary of GUARANTY TRUST COMPANY OF NEW YORK, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the foregoing Supplemental Indenture was duly sealed and delivered by W. L. BAKER, Trust Officer of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Assistant Secretary and of W. L. BAKER as Trust Officer of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

F. B. KINGSLEY
Assistant Secretary.

Sworn to and subscribed before me the day and year aforesaid.
I am not a stockholder, director or officer of said Guaranty Trust Company of New York.

WALTER J. GRIMES

[NOTARIAL SEAL]

WALTER J. GRIMES
Notary Public, State of New York
No. 30-6674750
Qualified in Nassau County
Certificate filed in New York County
Term Expires March 30, 1958

Recording data of
METROPOLITAN EDISON COMPANY'S
 Supplemental Indenture dated June 1, 1957

<u>County</u>	<u>Date</u>	<u>Time</u> (E.S.T.)	<u>Place of Recording</u>
Adams	6/12/57	10:42 A.M.	Mortgage Book Vol. H-5, page 239
Berks	6/12/57	8:52 A.M.	Mortgage Book No. 767, page 452
Bucks	6/12/57	11:57 A.M.	Mortgage Book #1195, page 143 &c.
Chester	6/12/57	12:16 P.M.	Mortgage Book I-22, Vol. 533, page 402 &c.
Cumberland	6/12/57	12:38 P.M.	Mortgage Book Vol. 360, page 99
Dauphin	6/12/57	12:44 P.M.	Mortgage Book A, Vol. 36, page 220
Lancaster	6/12/57	8:10 A.M.	Mortgage Book 684, page 349
Lebanon	6/12/57	10:00 A.M.	Mortgage Book Volume 202, page 560
Lehigh	6/12/57	8:58 A.M.	Mortgage Book Vol. 747, page 63 &c.
Monroe	6/12/57	9:41 A.M.	Mortgage Book Vol. 128, page 462
Montgomery	6/12/57	9:06 A.M.	Mortgage Book No. 2872, page 131 &c.
Northampton	6/12/57	2:08 P.M.	Mortgage Book Vol. 653, page 65 &c.
Perry	6/13/57	9:00 A.M.	Mortgage Book "30", page 17
Pike	6/12/57	11:18 A.M.	Mortgage Book No. 63 at page 481 &c.
York	6/12/57	11:55 A.M.	Mortgage Book Vol. 21W, page 13

and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, METROPOLITAN EDISON COMPANY, party of the first part, has caused this instrument to be signed in its name and behalf by its President or a Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and GUARANTY TRUST COMPANY OF NEW YORK, party of the second part, in token of its acceptance of the trust hereby created, has caused this instrument to be signed in its name and behalf by a Trust Officer and its corporate seal to be hereunto affixed and attested by an Assistant Secretary, all as of the day and year first above written.

METROPOLITAN EDISON COMPANY,

By

E. S. Reed
Vice President.

Attest:

C. L. Barth
Secretary.

Signed, sealed and delivered by said
Metropolitan Edison Company in
the presence of:

Samuel Russell
C. M. Michael

GUARANTY TRUST COMPANY OF NEW YORK,

By

W. B. Baker
Trust Officer.

Attest:

W. K. Murphy
Assistant Secretary.

Signed, sealed and delivered by said
Guaranty Trust Company of New
York in the presence of:

Margaret Cabot
Patricia Williams

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 11th day of June, 1957, before me, the subscriber, a Notary Public of the State of New York, residing in Hempstead, New York, personally appeared E. L. BARTH, Secretary of METROPOLITAN EDISON COMPANY, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the foregoing Supplemental Indenture was duly sealed and delivered by E. O. DREAS, a Vice President of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Secretary and of E. O. DREAS as Vice President of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

E. L. Barth
Secretary.

Sworn to and subscribed before me the day and year aforesaid.

Walter J. Grimes


WALTER J. GRIMES
Notary Public, State of New York
No. 30-6674750
Qualified in Nassau County
Certificate filed in New York County
Term Expires March 30, 1958

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 11th day of June, 1957, before me, the subscriber, a Notary Public of the State of New York, residing in Hempstead, New York, personally appeared F. B. KINGSLEY, Assistant Secretary of GUARANTY TRUST COMPANY OF NEW YORK, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the foregoing Supplemental Indenture was duly sealed and delivered by W. L. BAKER, Trust Officer of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Assistant Secretary and of W. L. BAKER as Trust Officer of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.


Assistant Secretary.

Sworn to and subscribed before me the day and year aforesaid.
I am not a stockholder, director or officer of said Guaranty Trust Company of New York.


WALTER J. GRIMES
Notary Public, State of New York
No. 30-6674750
Qualified in Nassau County
Certificate filed in New York County
Term Expires March 30, 1958

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 11th day of June, 1957, before me, the subscriber, a Notary Public of the State of New York, residing in Hempstead, New York, personally appeared F. B. KINGSLEY, Assistant Secretary of GUARANTY TRUST COMPANY OF NEW YORK, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the foregoing Supplemental Indenture was duly sealed and delivered by W. L. BAKER, Trust Officer of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Assistant Secretary and of W. L. BAKER as Trust Officer of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

F. B. Kingsley
Assistant Secretary.

Sworn to and subscribed before me the day and year aforesaid.
I am not a stockholder, director or officer of said Guaranty Trust
Co.

State of New York, }
County of New York, } ss.:

No. 11676

Form 1

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by law a seal, DO HEREBY CERTIFY that

Walter J. James
whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal

this 11 day of JUN, 1957

FEE PAID 50¢

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Archibald R. Watson
County Clerk and Clerk of the Supreme Court, New York County